



# भारत का राजपत्र The Gazette of India

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सं. 4] नई दिल्ली, जनवरी 16—जनवरी 22, 2011, शनिवार/पौष 26—माघ 2, 1932  
No. 4] NEW DELHI, JANUARY 16—JANUARY 22, 2011, SATURDAY/PAUSA 26—MAGHA 2, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II — खण्ड 3 — उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 11 जनवरी, 2011

का. आ. 196.—दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार भारत के अपर सॉलीसीटर जनरल श्री हरिन पी. रावल को केन्द्रीय अन्वेषण ब्यूरो मामला सं. आरसी 8(एस)/1992/एसआईयू-V/एसआईसी-II/नई दिल्ली और आरसी 1 (एस)/1993 से 48 (एस)/एसआईसी-IV/नई दिल्ली—अयोध्या के सामूहिक मामले में अभियोजन संचालित करने के लिए विशेष लोक अभियोजक के रूप में एतद्वारा नियुक्त करती है।

[सं. 225/41/2010-एवीडी-II]

आर.के. गुप्ता, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC  
GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 11th January, 2011

S. O. 196.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Harin P. Raval,

Additional Solicitor General of India as Special Public Prosecutor for conducting prosecution in CBI case No. RC 8 (S)/1992/SIU-V/SIC--II/New Delhi and RC. 1 (S)/1993 to 48 (S)/SIC.IV/ New Delhi Ayodhya Group of cases.

[No. 225/41/2010-AVD-II]

R. K. GUPTA, Under Secy.

नई दिल्ली, 12 जनवरी, 2011

का. आ. 197.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार, राजनीतिक (ए) विभाग, दिसपुर की अधिसूचना सं. पीएलए 222/2010/103 दिनांक 17 सितंबर, 2010 द्वारा प्राप्त सहमति से असम राज्य के एन.सी. हिल्स जिला (अब दीमा हसावो जिला) में प्रतिपूरक वन रोपण के लिए वर्ष, 2008 में पर्वतीय स्वायत्त परिषद को नैशनल हाईवे अथॉरटी द्वारा आवंटित निधि के अवैध स्थानांतरण, निकासी और दुर्विनियोग के संबंध में भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2), 13(1) (डी) संपठित भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120 (बी), 406 और 409 के अधीन सीआईडी पीएस मामला सं. 46/2010 के अन्वेषण के लिए और उपर्युक्त प्रयासों, दुष्प्रेरणों तथा षड्यंत्रों या इसी संव्यवहार

के क्रम में या उन्हीं तथ्यों से उद्भूत अन्य किन्हीं अपराधों के अन्वेषण के संबंध में दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों तथा क्षेत्राधिकार का विस्तार एतद्द्वारा सम्पूर्ण असम राज्य के सम्बन्ध में करती है।

[सं. 228/70/2010-एवीडी-II]

आर.के. गुप्ता, अवर सचिव

New Delhi, the 12th January, 2011

**S. O. 197.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (A) Department, Dispur vide Notification No. PLA. 222/2010/103 dated 17th September 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of CID PS Case No. 46/2010 under sections 120-B, 406 and 409 of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with Section 13 (2), 13 (1) (d) of the Prevention of Corruption Act, 1988 (Act No. 49 of 1988) relating to illegal transfer, withdrawal and misappropriation of funds allocated by National Highway Authority of India in the year 2008 to N.C. Hills Autonomous Council for compensatory afforestation in N.C. Hills District (Now Dima Hasao District) of the State of Assam and attempts, abetments and conspiracy in relation to or in connection with above mentioned offences and any other offence/offences committed in the course of same transaction arising out of same facts.

[No. 228/70/2010-AVD-II]

R. K. GUPTA, Under Secy.

नई दिल्ली, 13 जनवरी, 2011

**का. आ. 198.**—दण्ड प्रक्रिया संहिता, 1973 (1974 की अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार केरल उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना द्वारा अन्वेषित मामलों में से उद्भूत मामलों का संचालन करने हेतु श्री पी. चन्द्रशेखर पिल्लै, अधिवक्ता को एर्नाकुलम स्थित केरल उच्च न्यायालय में केन्द्रीय अन्वेषण ब्यूरो के विशेष सरकारी अभियोजक के रूप में एतद्द्वारा नियुक्त करती है।

[सं. 225/7/2010-एवीडी-II]

आर.के. गुप्ता, अवर सचिव

New Delhi, the 13th January, 2011

**S. O. 198.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri P. Chandrasekhara Pillai, Advocate, as Special Public Prosecutor of the Central Bureau of Investigation in the High Court of Kerala at Ernakulam for conducting the cases arising out of the cases investigated by the Delhi Special Police Establishment in the High Court of Kerala.

[No. 225/7/2010-AVD-II]

R. K. GUPTA, Under Secy.

संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा संस्थापित मामलों के अभियोजन के लिए उत्तराखंड राज्य सहित सम्पूर्ण उत्तर प्रदेश राज्य में विधि द्वारा स्थापित परीक्षण न्यायालयों और पुनरीक्षण अथवा अपीलीय न्यायालयों में इन मामलों की अपीलों, पुनरीक्षणों अथवा इन मामलों से उद्भूत अन्य मामलों का संचालन करने के लिए श्री हरिओम मिगलानी, अधिवक्ता को लोक अभियोजक के रूप में नियुक्त करती है।

[सं. 225/36/2010-एवीडी II]

आर.के. गुप्ता, अवर सचिव

New Delhi, the 14th January, 2011

**S. O. 199.**—In exercise of the powers conferred by sub-section (2) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Hari Om Miglani, Advocate in Central Bureau of Investigation as Public Prosecutor for conducting the prosecution of cases in the entire State of Uttar Pradesh in addition to the State of Uttarakhand instituted by the Delhi Special Police Establishment (CBI) in trial courts and appeals, revisions or other matters arising out of these cases in revisional or appellate Courts, established by law.

[No. 225/36/2010-AVD-II]

R. K. GUPTA, Under Secy.

### वित्त मंत्रालय

( वित्तीय सेवाएं विभाग )

नई दिल्ली, 12 जनवरी, 2011

**का. आ. 200.**—भारतीय स्टेट बैंक (समनुषंगी बैंक) अधिनियम, 1959 की धारा 26 की उपधारा 2(क) के साथ पठित धारा 25 की उपधारा (1) के खण्ड (ग क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा, श्री डी.के. जैन (जन्म तिथि : 20-09-1955), सिंगल विंडो ऑपरेटर, स्टेट बैंक आफ बीकानेर एंड जयपुर को अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा स्टेट बैंक आफ बीकानेर एंड जयपुर के कर्मकार कर्मचारी के रूप में उनके पदभार छोड़ देने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, स्टेट बैंक आफ बीकानेर एंड जयपुर के निदेशक मण्डल में कर्मकार कर्मचारी निदेशक के रूप में नियुक्त करती है।

[फा.सं. 8/8/2009-बीओ-I]

सुमिता डावरा, निदेशक

### MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 12th January, 2011

**S. O. 200.**—In pursuance of the clause (ca) of sub-section (1) of Section 25 read with sub-section (2A) of Section 26 of the State Bank of India (Subsidiary Banks) Act, 1959, the Central Government hereby appoints Shri D. K. Jain, (DoB : 20-09-1955), Single Window Operator, State Bank of Bikaner & Jaipur, as Workmen Employee

Director on the Board of Directors of State Bank of Bikaner & Jaipur for a period of three years from the date of notification or till he ceases to be a workmen employee of the State Bank of Bikaner & Jaipur, or until further orders, whichever is the earliest.

[No. 8/8/2009-BO-I]

SUMITA DAWRA, Director

### सूचना और प्रसारण मंत्रालय

नई दिल्ली, 5 जनवरी, 2011

**का. आ. 201.**—केंद्र सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, आकाशवाणी महानिदेशालय, नई दिल्ली (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ केंद्र/कार्यालय, जिसके 80% से अधिक कर्मचारीवृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. आकाशवाणी, तिरुपति

[फा. सं. ई-11017/6/2010-हिंदी]

प्रियम्बदा, निदेशक (रा.भा.)

### MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 5th January, 2011

**S. O. 201.**—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office under Directorate General of All India Radio, New Delhi (Ministry of Information and Broadcasting) more than 80% of the staff whereof have acquired the working knowledge of Hindi :-

1. All India Radio, Tirupati

[F.No. E-11017/6/2010-Hindi]

PRIYAMVADA, Director (O. L.)

### संचार मंत्रालय

( डाक विभाग )

कालिकट, 7 जनवरी, 2011

**का. आ. 202.**—केंद्र सरकार, के विभागीय जाँच (साक्षी उपस्थिति प्रवर्तन एवं दस्तावेजों का प्रस्तुतीकरण) अधिनियम, 1972 (1972 के 18) के तहत खण्ड 4 की उपखण्ड (2) द्वारा प्रदत्त अधिकारों के प्रयोग से यह विनिर्दिष्ट किया जाता है कि श्रीमती बी. सुधा, प्रबंधक, राष्ट्रीय स्पीड पोस्ट सेंटर, श्री मोहम्मद रफी, पोस्टमैन, कालिकट मेडिकल कॉलेज के विरुद्ध विभागीय जाँच में उपर्युक्त अधिनियम के खण्ड 4 के उपखण्ड (1) के तहत भारत सरकार द्वारा दिये गये अधिकारों का प्रयोग करने हेतु सक्षम प्राधिकारी हैं।

[सं. आई एन वी/विविध/मोहम्मद रफी/2010]

हेमंत कुमार शर्मा, पोस्टमास्टर जनरल

### MINISTRY OF COMMUNICATIONS (Department of Posts)

Calicut, the 7th January, 2011

**S. O. 202.**—In exercise of the powers conferred by sub-section (2) of Section 4 of the Departmental Inquiries (Enforcement of Attendance of Witnesses and Production of Documents) Act, 1972 (18 of 1972), the Central Government hereby specifies that Smt. B. Sudha Manager National Speed Post Centre as an authority to exercise the power conferred on the Central Government by sub section (1) of Section 4 of the said Act in respect of Sri Mohammed Rafi, Postman, Calicut Medical College against whom a Departmental inquiry is being held.

[No. INV/Misc/Mohd. Rafi/2010]

H. K. SHARMA, Postmaster General

### स्वास्थ्य एवं परिवार कल्याण मंत्रालय

नई दिल्ली, 1 दिसम्बर, 2010

**का. आ. 203.**—केंद्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः:-

2. पाँडिचेरी विश्वविद्यालय, पुडुचेरी द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 के संबंध में क्रम संख्या 44 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :-

### इंदिरा गांधी दंत चिकित्सा विज्ञान संस्थान, पुडुचेरी

“दंत चिकित्सा सर्जरी में बैचलर बी डी एस,  
(यदि दिनांक 19-8-2010 पाँडिचेरी विश्वविद्यालय,  
को या उसके बाद प्रदान की पुडुचेरी”  
गई हो)

[फा. सं. वी.-12017/15/2005-डी ई]

अनिता त्रिपाठी, अवर सचिव

### MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 1st December, 2010

**S. O. 203.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :-

2. In the existing entries of column 2 & 3 against Serial No. 44, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Pondicherry University, Puducherry, the following entries shall be inserted thereunder :-

“Indira Gandhi Institute of Dental Sciences, Puducherry

Bachelor of Dental Surgery BDS, Pondicherry  
(if granted on or after 19-8-2010 University,  
Puducherry”

[F. No. V. 12017/15/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 2 दिसम्बर, 2010

**का. आ. 204.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः—

2. महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 60 के IV के सामने कॉलम 2 तथा 3 की मौजूद प्रविष्टियों में इसके पश्चात् सरकारी दंत चिकित्सा महाविद्यालय और अस्पताल, औरंगाबाद, महाराष्ट्र के बारे में निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :-

“प्रोस्थोडॉटिक्स एंड क्राउन एंड ब्रिज (यदि दिनांक 25-6-2010) को या उसके बाद प्रदान की गई हो)	एम डी एस (प्रोस्थो.), महाराष्ट्र स्वास्थ्य विज्ञान विश्व- विद्यालय, नासिक”
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[फा. सं. वी.-12018/2/2009-डी. ई.]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 2nd December, 2010

**S. O. 204.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against IV of Serial No. 60 in respect of Government Dental College and Hospital, Aurangabad, Maharashtra, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Maharashtra University of Health Sciences, Nashik, the following entries shall be inserted thereunder :—

“Prosthodontics and Crown & Bridge (if Granted on or after 25-6-2010)	MDS, (Prosthodontics), Maharashtra University of Health Sciences, Nashik”
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[F. No. V-12018/2/2009-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का. आ. 205.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से

परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः—

2. राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 72 के सामने कॉलम 2 तथा 3 की मौजूद प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :-

“VI व्यास दंत चिकित्सा महाविद्यालय तथा अस्पताल जोधपुर

“मास्टर ऑफ डेंटल सर्जरी

(1) दंत शल्य चिकित्सा स्नातक (यदि दिनांक 21-9-2010 को या उसके बाद प्रदान की गई)।	बी डी एस, राजस्थान स्वास्थ्य विज्ञान विश्वविद्यालय, जयपुर”
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[फा. सं. वी.-12017/79/2005-डी. ई.]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 205.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 72, in Part -I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajasthan University of Health Sciences, Jaipur, the following entries shall be inserted thereunder :—

“VI. Vyas Dental College  
& Hospital, Jodhpur

(i) Bachelor of Dental Surgery (if Granted on or after 21-9-2010)	BDS, Rajasthan University of Health Sciences, Jaipur.”
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[F. No. V. 12017/79/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का. आ. 206.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः—

2. भारत विश्वविद्यालय, चेन्नई द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में श्री बालाजी दंत चिकित्सा कॉलेज एवं अस्पताल, चेन्नई के संबंध में क्रम संख्या 64 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :-

“(VI) पेडोडॉटिक्स एंड प्रीवेंटिव एम डी एस (पेडोडॉटिक्स)



डेंटिस्ट्री (यदि दिनांक  
30-3-2010) को या उसके  
बाद प्रदान की गई हो)

भारत विश्वविद्यालय, चेन्नई”

[ फा. सं. वी.-12017/44/2006-डी. ई. ]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 206.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :-

2. In the existing entries of column 2 & 3 against I of Serial No. 64 in respect of Sree Balaji Dental College & Hospital Chennai, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Bharat University, Chennai, the following entries shall be inserted thereunder :-

“(VI) Paedodontics and Preventive Dentistry (if granted on or after 30-3-2010)

MDS, (Paedo.), Bharat University Chennai”

[ F. No. V-12017/44/2006-DE ]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का. आ. 207.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः:-

2. डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 50 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :-

“XVII जी. पुल्ला रेड्डी दंत चिकित्सा कालेज एवं अस्पताल, कुर्नूल आंध्र प्रदेश

दंत चिकित्सा सर्जरी में बचलर (यदि दिनांक 31-7-2010) को या उसके बाद प्रदान की गई हो)

बी डी एस, डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश ।”

[ फा. सं. वी.-12017/36/2003-डी. ई. ]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 207.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation

with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :-

2. In the existing entries of column 2 & 3 against Serial No. 50 in Part -I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder :-

“XVII. G. Pulla Reddy Dental College & Hospital, Kurnool, Andhra Pradesh

Bachelor of Dental Surgery (if granted on or after 31-07-2010)

BDS, Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh”

[ F. No. V-12017/36/2003-DE ]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का. आ. 208.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः:-

2. डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 50 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :-

“XVIII मेघना दंत चिकित्सा विज्ञान संस्थान, निजामाबाद, आंध्र प्रदेश

दंत चिकित्सा सर्जरी में बचलर (यदि दिनांक 4-8-2010 को या उसके बाद प्रदान की गई हो)

बी डी एस, डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश ।”

[ फा. सं. वी.-12017/39/2003-डी. ई. ]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 208.**—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 50 in Part -I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder :-

”XVIII. Meghna Institute of Dental Sciences,, Nizamabad, Andhra Pradesh

Bachelor of Dental Surgery (if granted on or after 04-08-2010) BDS, Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh”

[F. No. V. 12017/39/2003-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का. आ. 209.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः—

2. केरल विश्वविद्यालय, तिरुवनन्तपुरम, केरल द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 14 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“III अजीजिया डेंटल विज्ञान कॉलेज और अनुसंधान, कोलाम केरल

दंत शल्य चिकित्सा स्नातक (यदि दिनांक 24-9-2010) को या उसके बाद प्रदान की गई हो)

बी डी एस, केरल विश्वविद्यालय तिरुवनन्तपुरम, केरल”

[फा. सं. वी.-12017/29/2004-डी. ई.]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 209.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 14 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by University of Kerala, Thiruvananthapuram, Kerala, the following entries shall be inserted thereunder :—

“III. Azeezia College of Dental Sciences & Research, Kollam, Kerala

Bachelor of Dental Surgery (if granted on or after 24-9-2010) BDS, University of Kerala Thiruvananthapuram, Kerala”

[F. No. V. 12017/29/2004-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का. आ. 210.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम के अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः—

2. देवी अहिल्या विश्वविद्यालय, इंदौर द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 26 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“II मार्टन दंत चिकित्सा

महाविश्वविद्यालय एंड रिसर्च सेंटर इंदौर मास्टर ऑफ डेंटल सर्जरी

(VIII) पेडोडोंटिक्स एंड प्रीवेन्टिव डेंटिस्ट्री	एम डी एस, (पेडोडोंटिक्स एंड प्रीवेन्टिव डेंटिस्ट्री )
(यदि दिनांक 21-5-2010 को या उसके बाद प्रदान की गई हो)	देवी अहिल्या विश्वविद्यालय, इंदौर”

[फा. सं. वी.-12017/13/2005-डी. ई.]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 210.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 26 in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Devi Ahiliya Vishwavidyalaya, Indore, the following entries shall be inserted thereunder :—

“II. Modern Dental College & Research Centre, Indore

Master of Dental Surgery

(viii) Paedodontics and Preventive Dentistry (if granted on or after 21-5-2010)	MDS, (Paedodontics and Preventive Dentistry) Devi Ahiliya Vishwavidyalaya, Indore”
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[F. No. V. 12017/13/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का.आ. 211.**—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की अनुसूची भाग 1 में निम्नलिखित संशोधन करती है, नामतः :—

2. महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, महाराष्ट्र द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 60 के सामने कॉलम 2 तथा 3 की मौजूद प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“XXII बी एस पी एम दंत चिकित्सा महाविद्यालय एवं अनुसंधान संस्थान; नागपुर

#### मास्टर ऑफ डेंटल सर्जरी

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| (i) प्रोस्थोडॉंटिक्स एंड क्राउन एंड ब्रिज<br>(यदि दिनांक 6-7-2010 को या उसके पश्चात् प्रदान की गई है।)     | एम. डी. एस. (प्रोस्थोडॉंटिक्स एंड क्राउन एंड ब्रिज), महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।      |
| (ii) ओरल एंड मैक्सिलोफेसियल सर्जरी<br>(यदि दिनांक 25-6-2010 को या उसके बाद प्रदान की गई है।)               | एम. डी. एस. (ओरल एंड मैक्सिलोफेसियल सर्जरी) महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।               |
| (iii) ओर्थोडॉंटिक्स तथा डेंटोफेसियल ओर्थोपेडिक्स<br>(यदि दिनांक 29-6-2010 को या उसके बाद प्रदान की गई है।) | एम. डी. एस. (ओर्थोडॉंटिक्स तथा डेंटोफेसियल ओर्थोपेडिक्स) महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।” |

[फा. सं. वी. 12017/72/2005-डी. ई.]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S.O. 211.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948(16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against Serial No. 60, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Maharashtra University of Health Sciences, Nashik, Maharashtra, the following entries shall be inserted thereunder :—

“XXII VSPM's Dental College & Research Centre, Nagpur,

#### Master of Dental Surgery

- |  |   |
|--|---|
| (i) Prosthodontics and Crown & Bridge<br>(if granted on or after 6-7-2010)         | MDS (Prosthodontics and Crown & Bridge),<br>Maharashtra University of Health Sciences, Nashik.      |
| (ii) Oral & Maxillofacial Surgery<br>(if granted on or after 25-6-2010)            | MDS (Oral & Maxillofacial Surgery),<br>Maharashtra University of Health Sciences, Nashik.           |
| (iii) Orthodontics & Dentofacial Orthopedics<br>(if granted on or after 29-6-2010) | MDS (Orthodontics & Dentofacial Orthopedics),<br>Maharashtra University of Health Sciences, Nashik. |

[F.No.V-12017/72/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का.आ. 212.**—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की अनुसूची भाग 1 में निम्नलिखित संशोधन करती है, नामतः :—

2. राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर, कर्नाटक द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में डॉ. श्यामला रेड्डी दंत चिकित्सा कालेज, अस्पताल एवं

अनुसंधान केन्द्र, बंगलौर, कर्नाटक के संबंध में क्रम संख्या 49 की अनुसूची XXVIII के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“प्रोस्थोडोंटिक्स एंड क्राउन एंड ब्रिज (यदि दिनांक 14-5-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (प्रोस्थो.), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर, कर्नाटक”
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[फा. सं. वी. 12017/49/2006-डी. ई.]  
अनिता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 212.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against XXVIII of Serial No. 49, in respect of Dr. Syamala Reddy Dental College, Hospital & Research Centre, Bangalore, Karnataka, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka, the following entries shall be inserted thereunder :—

“Prosthodontics and Crown & Bridge (if granted on or after 14-05-2010)	MDS (Prosthodontics), Rajiv Gandhi University of Health Sciences, (RGUOHS), Bangalore”
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[F. No. V-12017/49/2006-DE]  
ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का.आ. 213.**—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः :—

2. महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 60 के VII के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् महात्मा गांधी विद्या मंदिर के बी एच दंत चिकित्सा कॉलेज एवं अस्पताल, नासिक के बारे में निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

**दंत चिकित्सा सर्जरी में मास्टर**

“पेरिओडोंटोलॉजी (यदि दिनांक 6-7-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (पेरि.) महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।
ओरल मेडिसिन एवं विकिरण विज्ञान (यदि दिनांक 1-7-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (ओरल मेडिसिन) महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।
ओरल पैथोलॉजी एवं माइक्रोबायोलॉजी (यदि दिनांक 3-7-2010 को या उसके बाद प्रदान की गई हो।)	एम.डी.एस. (ओरल पैथोलॉजी) महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।
प्रोस्थोडोंटिक्स एवं क्राउन एंड ब्रिज (यदि दिनांक 29-6-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (प्रोस्थो.), महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।
ओर्थोडोंटिक्स एवं डेंटोफेसियल एवं ओर्थोपेडिक्स (यदि दिनांक 25-6-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (ओर्थो.), महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक”।

[फा. सं. वी. 12017/127/2005-डी. ई.]  
अनिता त्रिपाठी, अवर सचिव



New Delhi, the 1st December, 2010

**S. O. 213.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against VII of Serial No. 60, in respect of Mahatma Gandhi Vidya Mandir's K. B. H. Dental College & Hospital Nashik, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Maharashtra University of Health Sciences, Nashik, the following entries shall be inserted thereunder :—

**Master of Dental Surgery**

"Periodontology (if granted on or after 06-07-2010)	MDS (Perio.), Maharashtra University of Health Sciences, Nashik
Oral Medicine & Radiology (if granted on or after 01-07-2010)	MDS (Oral Medicine), Maharashtra University of Health Sciences, Nashik
Oral Pathology & Microbiology (if granted on or after 03-07-2010)	MDS (Oral Path.), Maharashtra University of Health Sciences, Nashik
Prosthodontics and Crown & Bridge (if granted on or after 29-06-2010)	MDS (Prosth.), Maharashtra University of Health Sciences, Nashik
Orthodontics & Dentofacial Orthopedics (if granted on or after 25-06-2010)	MDS (Ortho.), Maharashtra University of Health Sciences, Nashik"

[F.No.V-12017/127/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2010

**का.आ. 214.**—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दंत चिकित्सा परिषद से परामर्श करके, उक्त अधिनियम की अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः :—

2. राजीव गांधी स्वास्थ्य विज्ञान, बंगलौर, कर्नाटक द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 49 के XXXV के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् राजाराजेश्वरी दंत कॉलेज एवं अस्पताल, बंगलौर, कर्नाटक के बारे में निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“ओर्थोडोंटिक्स एंड डेंटोफेसियल आर्थोपेडिक्स (यदि दिनांक 14-5-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (ओर्थो.), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर
पीरियोडोंटोलॉजी (यदि दिनांक 14-5-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (पीरियो.), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर
ओरल एंड मेक्सिलोफेसियल सर्जरी (यदि दिनांक 14-5-2010 को या उसके बाद प्रदान की गई हो।)	एम. डी. एस. (ओरल सर्जरी), राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बंगलौर”

[फा. सं. वी. 12017/55/2005-डी. ई.]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 1st December, 2010

**S. O. 214.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of column 2 & 3 against XXXV of Serial No. 49, in respect of Rajarajeswari Dental College & Hospital Bangalore, Karnataka, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition

of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, Karnataka, the following entries shall be inserted thereunder :—

Orthodontics & Dentofacial Orthopedics  
(if granted on or after 14-05-2010)  
Periodontology  
(if granted on or after 14-05-2010)  
Oral & Maxillofacial Surgery  
(if granted on or after 14-05-2010)

MDS (Ortho.), Rajiv Gandhi University of Health Sciences, (RGUOHS), Bangalore  
MDS (Perio.), Rajiv Gandhi University of Health Sciences, (RGUOHS), Bangalore  
MDS (Oral Surgery), Rajiv Gandhi University of Health Sciences, (RGUOHS), Bangalore”.

[F. No.V-12017/55/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 3 दिसम्बर, 2010

**का.आ. 215 .**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) के धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची के भाग I में निम्नलिखित संशोधन करती है, नामतः :—

2. महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 60 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

**“XXV. सिंगद डेंटल महाविद्यालय और अस्पताल, पुणे**

(i) दंत शल्य चिकित्सा स्नातक  
(यदि दिनांक 22-6-2010 को या उसके बाद प्रदान की गई ।)

बी. डी. एस. महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक । ”

[फा. सं. वी.-12017/54/2005-डी ई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 3rd December, 2010

**S. O. 215.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 60, in part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Maharashtra University of Health Sciences, Nashik, Maharashtra, the following entries shall be inserted thereunder :—

**“XXIV Bachelor of Dental Surgery**  
(if granted on or after 22-06-2010)

BDS Maharashtra University of Health Sciences, Nashik”.

[F. No.V-12017/54/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 6 दिसम्बर, 2010

**का.आ. 216 .**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची के भाग I में निम्नलिखित संशोधन करती है, नामतः :—

2. डॉ. भीम राव अंबेडकर विश्वविद्यालय, आगरा द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 58 के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

**“कांति देवी दंत चिकित्सा कालेज एवं अस्पताल, मथुरा ।**

**दंत शल्य चिकित्सा में मास्टर**

ओर्थोडॉटिक्स एवं डेंटोफेसियल ओर्थोपेडिक्स  
(यदि दिनांक 18-9-2010 को या उसके बाद प्रदान की गई ।)

एम. डी. एस. ओर्थोडॉटिक्स एवं डेंटोफेसियल ओर्थोपेडिक्स  
डॉ. भीम राव अंबेडकर विश्वविद्यालय, आगरा ।

पेडोडोडेंटिक्स  
(यदि दिनांक 18-9-2010 को या उसके बाद प्रदान की गई ।)

एम. डी. एस. (पेडोडोडेंटिक्स)  
डॉ. भीम राव अंबेडकर विश्वविद्यालय, आगरा ।”

[फा. सं. वी.-12017/2/2007-डी ई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 6th December, 2010

**S. O. 216.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 58, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. Bhim Rao Ambedkar University, Agra, the following entries shall be inserted thereunder :—

**“Kanti Davi Dental College & Hospital, Mathura**

**Master of Dental Surgery**

Orthodontics & Dentofacial Orthopedics  
(if granted on or after 18-09-2010)

Pedodontics  
(if granted on or after 18-09-2010)

MDS (Orthodontics & Dentofacial Orthopedics),  
Dr. Bhim Rao Ambedkar University, Agra.

MDS (Pedodontics),  
Dr. Bhim Rao Ambedkar University, Agra.”

[F. No.V-12017/2/2007-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 7 दिसम्बर, 2010

**का.आ. 217.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची भाग I में निम्नलिखित संशोधन करती है, नामतः :—

2. दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 91 के बाद निम्नलिखित क्रम संख्या और प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“92. गुरु घासीदास विश्वविद्यालय, विलासपुर

(i) न्यू होरीजोन डेंटल कालेज एंड रिसर्च इन्स्टीट्यूट, विलासपुर,  
छत्तीसगढ़

दंत शल्य चिकित्सा स्नातक बी डी एस, गुरु घासीदास  
(यदि दिनांक 31-8-2010 को या विश्वविद्यालय,  
उसके बाद प्रदान की गई हो।) विलासपुर

[फा. सं. वी.-12017/30/2004-डी ई]

अनीता त्रिपाठी, अवर सचिव

New Delhi, the 7th December, 2010

**S. O. 217.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) after Serial No. 91, the following Serial number and entries shall be inserted namely :—

“92. Guru Ghasidas, University, Bilaspur

(i) New Horizon Dental College &  
Research Institute, Bilaspur,  
Chhattisgarh

Bachelor of Dental Surgery  
(if granted on or after 31-08-2010)

BDS, Guru Ghasidas  
University Bilaspur.”

[F. No.V-12017/30/2004-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 7 दिसम्बर, 2010

**का.आ. 218.**—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) के धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची भाग I में निम्नलिखित संशोधन करती है, नामतः :—

2. श्री राजीव गांधी आयुर्विज्ञान विश्वविद्यालय, बंगलौर, द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में के एल ई एस दंत चिकित्सा विज्ञान संस्थान, बंगलौर के संबंध में क्रम संख्या 49 के XVII के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“ओरल एंड मैक्सिलोफेसियल सर्जरी  
(यदि दिनांक 14-5-2010 को या उसके  
बाद प्रदान की गई हो।)

एम. डी. एस. (ओरलसर्जरी), राजीव गांधी आयुर्विज्ञान विश्वविद्यालय,  
बंगलौर।”

[फा. सं. वी-12017/52/2004-डी ई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 7th December, 2010

**S. O. 218.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against XVII of Serial No. 49, in respect of K. L. E.'s Institute of Dental Sciences, Bangalore, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Rajiv Gandhi University of Health Sciences, Bangalore, the following entries shall be inserted thereunder :—

“Oral & Maxillofacial Surgery  
(if granted on or after 14-05-2010)

MDS (Oral Surgery), Rajiv Gandhi University of Health  
Sciences (RGUOHS), Bangalore.”

[F. No.V-12017/52/2004-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 7 दिसम्बर, 2010

**का.आ. 219.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची के भाग I में निम्नलिखित संशोधन करती है, नामतः :—

2. हिमाचल प्रदेश विश्वविद्यालय, शिमला द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में क्रम संख्या 52 के सामने कॉलम 2 तथा 3 की मौजूद प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“ II हिमाचल दंत चिकित्सा महाविद्यालय, सुन्दर नगर

मास्टर ऑफ डेंटल सर्जरी

पेडोडोंटिक्स एंड प्रीवेन्टिव डेंटिस्ट्री  
(यदि दिनांक 31-8-2010 को या उसके  
बाद प्रदान की गई।)

एम. डी. एस. (पेडोडोंटिक्स एंड प्रीवेन्टिव डेंटिस्ट्री)  
हिमाचल प्रदेश विश्वविद्यालय, शिमला हिमाचल प्रदेश।

प्रोस्थोडोन्टिक्स एंड क्राउन एंड ब्रिज  
(यदि दिनांक 31-8-2010 को या उसके  
बाद प्रदान की गई।)

एम डी एस (प्रोस्थोडोन्टिक्स एंड क्राउन एंड ब्रिज)  
हिमाचल प्रदेश विश्वविद्यालय, शिमला।”

[फा. सं. वी-12017/69/2005-डी ई]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 7th December, 2010

**S. O. 219.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against Serial No. 52, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Himachal Pradesh University, Shimla, the following entries shall be inserted thereunder :—



**“II Himachal Dental College, Sundernagar.****Master of Dental Surgery**Paedodontics & Preventive Dentistry  
(if granted on or after 31-08-2010)Prosthodontics and Crown & Bridge  
(if granted on or after 31-08-2010)MDS (Paedodontics & Preventive Dentistry),  
Himachal Pradesh University, Shimla.MDS (Prosthodontics and Crown & Bridge),  
Himachal Pradesh University, Shimla.”

[F.No.V-12017/69/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 26 नवम्बर, 2010

**का.आ. 220.**—केन्द्रीय सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः :—

2. डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-I में सी.के.एस. तेजा दंत चिकित्सा विज्ञान एवं अनुसंधान, संस्थान, तिरुपति, आंध्र प्रदेश के संबंध में क्रम संख्या 50 के XIV के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

“कन्जरवेटिव डेन्टीस्ट्री एंड इन्डोडोन्टिक्स  
(यदि दिनांक 29-4-2010 को या उसके  
बाद प्रदान की गई हो )

ओर्थोडोन्टिक्स एवं डेंटोफेसियल  
आर्थोपेडिक्स,  
(यदि दिनांक 29-4-2010 को या उसके  
बाद प्रदान की गई हो )

एम. डी. एस. (कन्जरवेटिव डेन्टीस्ट्री)

डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा ।

एम. डी. एस. (ओर्थो.)

डॉ. एन टी आर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा ।

[फा. सं. वी.-12017/53/2005-डी. ई.]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 26th November, 2010

**S. O. 220.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against XIV of Serial No. 50, in respect of C. K. S. Teja Institute of Dental Sciences & Research, Tirupati, Andhra Pradesh, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Dr. NTR University of Health Sciences, Vijayawada, Andhra Pradesh, the following entries shall be inserted thereunder :—

“Conservative Dentistry & Endodontics  
(if granted on or after 29-04-2010)

Orthodontics & Dentofacial Orthopaedics  
(if granted on or after 29-04-2010)

MDS (Cons. Dent.), Dr. NTR University of Health  
Sciences, Vijayawada.MDS (Ortho.), Dr. NTR University of Health  
Sciences, Vijayawada.”

[F.No.V-12017/53/2005-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 26 नवम्बर, 2010

**का.आ. 221.**—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा (10) की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् से परामर्श करके, उक्त अधिनियम की अनुसूची के भाग 1 में निम्नलिखित संशोधन करती है, नामतः :—

2. महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक, द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों को मान्यता देने के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में एम ए रंगूनवाला दंत चिकित्सा विज्ञान एवं अनुसंधान केन्द्र, पुणे के संबंध में क्रम संख्या 60 के XVI के सामने कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में इसके पश्चात् निम्नलिखित प्रविष्टियों को अंतर्विष्ट किया जाएगा :—

**“II दंत चिकित्सा सर्जरी में मास्टर**

- |  |   |
|--|---|
| (i) ओरल मेडिसिन एवं विकिरण विज्ञान<br>(यदि दिनांक 8-7-2010 को या उसके<br>बाद प्रदान की गई हो)                | एम डी एस (ओरल मेडिसिन), महाराष्ट्र स्वास्थ्य विज्ञान<br>विश्वविद्यालय, नासिक। |
| (ii) ओर्थोडॉण्टिक्स एवं डेंटोफेसियल ओर्थोपेडिक्स<br>(यदि दिनांक 13-7-2010 को या उसके<br>बाद प्रदान की गई हो) | एम डी एस (ओर्थो.) महाराष्ट्र<br>स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक।       |
| (iii) ओरल पैथोलॉजी एवं माइक्रोबायलॉजी<br>(यदि दिनांक 6-7-2010 को या उसके<br>बाद प्रदान की गई हो)             | एम डी एस (ओरल पैथोलॉजी) महाराष्ट्र स्वास्थ्य विज्ञान<br>विश्वविद्यालय, नासिक। |
| (iv) ओरल एवं मैक्सिलोफेसियल सर्जरी<br>(यदि दिनांक 25-6-2010 को या उसके<br>बाद प्रदान की गई हो)               | एम डी एस (ओरल सर्जरी) महाराष्ट्र स्वास्थ्य विज्ञान<br>विश्वविद्यालय, नासिक।   |
| (v) प्रोस्थोडॉण्टिक्स एवं क्राउन एवं ब्रिज<br>(यदि दिनांक 1-7-2010 को या उसके<br>बाद प्रदान की गई हो)        | एम डी एस (प्रोस्थो.), महाराष्ट्र स्वास्थ्य विज्ञान<br>विश्वविद्यालय, नासिक।”  |

[फा. सं. वी-12017/19/2006-डी ई]  
अनिता त्रिपाठी, अवर सचिव

New Delhi, the 26th November, 2010

**S. O. 221.**—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely :—

2. In the existing entries of columns 2 & 3 against XVI Serial No. 60, in respect of M. A. Rangoonwala College of Dental Sciences & Research Centre, Pune, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Maharashtra University of Health Sciences, Nashik, the following entries shall be inserted thereunder :—

**“II. Master of Dental Surgery**

- |  |  |
|--|--|
| (i) Oral Medicine & Radiology<br>(if granted on or after 8-7-2010)                 | MDS (Oral Medicine),<br>Maharashtra University of Health Sciences, Nashik. |
| (ii) Orthodontics & Dentofacial Orthopaedics<br>(if granted on or after 13-7-2010) | MDS (Ortho.),<br>Maharashtra University of Health Sciences, Nashik.        |
| (iii) Oral Pathology & Microbiology<br>(if granted on or after 6-7-2010)           | MDS (Oral Path.),<br>Maharashtra University of Health Sciences, Nashik.    |
| (iv) Oral & maxillofacial Surgery<br>(if granted on or after 25-6-2010)            | MDS (Oral Surgery)<br>Maharashtra University of Health Sciences, Nashik.   |
| (v) Prosthodontics and Crown and Bridge<br>(if granted on or after 1-7-2010)       | MDS (Prosth.),<br>Maharashtra University of Health Sciences, Nashik.”      |

[F. No.V-12017/19/2006-DE]

ANITA TRIPATHI, Under Secy.

**भारी उद्योग और लोक उद्यम मंत्रालय**

( भारी उद्योग विभाग )

नई दिल्ली, 14 जनवरी, 2011

**का.आ. 222.**—लोक परिक्षेत्र (अनधिकृत दखलदार की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए और लोक उद्यम विभाग में भारत सरकार की अधिसूचना संख्या का.आ. 692, दिनांक 8 फरवरी, 1988 के अधि-क्रमण में, केन्द्र सरकार एचएमटी लिमिटेड और इसकी सहायक कंपनियों अर्थात् एचएमटी मशीन टूल्स लिमिटेड, एचएमटी वाचेज लिमिटेड, एचएमटी चिनार वाचेज लिमिटेड और एचएमटी बेयरिंग्स लिमिटेड के निम्नलिखित दी गई तालिका के कॉलम (2) में उल्लिखित अधिकारियों,

जो सरकार के राजपत्रित अधिकारी के समतुल्य है को उपर्युक्त अधिनियम के उद्देश्य से सम्पदा अधिकारी नियुक्त करती है और उपर्युक्त अधिकारी उपर्युक्त तालिका के कॉलम (3) में संबंधित प्रविष्टि में निर्धारित किए गए क्षेत्र के संबंध में अपने संबंधित क्षेत्राधिकार की स्थानीय सीमाओं में इस अधिनियम द्वारा या इसके अधीन प्रदत्त शक्तियों का उपयोग करेंगे और सम्पदा अधिकारियों को दिए गए कर्तव्यों का निर्वाह करेंगे।

### तालिका

क्र. सं.	अधिकारी का पदनाम	सार्वजनिक परिसरों की श्रेणी और क्षेत्राधिकार की स्थानीय इकाई
(1)	(2)	(3)
1.	संपदा अधिकारी, सामान्य सेवा प्रभाग, एचएमटी बेंगलूर, कर्नाटक	एचएमटी लिमिटेड अथवा एचएमटी मशीन टूल्स लि., बेंगलूर कॉम्प्लेक्स, द्वारा धारित या अधिग्रहित था किराए पर ली गई भूमि, परिसर, भवनों सहित फैक्ट्री परिसर, अनुषंगियां, जो कि उसके प्रशासनिक नियंत्रणाधीन हैं अथवा सामान्य सेवा प्रभाग, एचएमटी लिमिटेड, बेंगलूर के नियंत्रण में हैं के सभी क्षेत्र शामिल हैं।
2.	संपदा अधिकारी, एचएमटी लि., पिंजौर काम्प्लेक्स, जिला-पिंजौर, अंबाला, हरियाणा और एचएमटी लिमिटेड मोहाली, जिला-रोपड़, पंजाब	एचएमटी लि. अथवा एचएमटी मशीन टूल्स लि., पिंजौर द्वारा धारित, अधि-ग्रहित अथवा किराए पर ली गई भूमि, परिसर और भवन सहित एचएमटी लि., पिंजौर काम्प्लेक्स की सभी बिल्डिंग और संरचनाओं, टाउनशिप, कम्यूनिटी सेंटर, स्कूल बिल्डिंग, यूनिजन कार्यालय, एसडब्ल्यू एसएसओ हाउस, डिस्पेंसरी, एचएमटी क्लब, पुराना क्लब अथवा स्पोर्ट्स क्लब और अन्य सार्वजनिक सुविधाएं, मंदिर, गुरुद्वारा, बाल्मीकि मंदिर, खाकी शाह मजार, शांति घाट, कब्रिस्तान जैसे धार्मिक स्थल, आदि, के साथ औद्योगिक शेड नं. 210, औद्योगिक क्षेत्र फेज 1, पंचकुला और मोहाली जिला रोपड़, पंजाब में स्थित एचएमटी लि., द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि और भवन जो कि इसके प्रशासनिक नियंत्रणाधीन हैं, शामिल है।
3.	संपदा अधिकारी, डेयरी मशीनरी इकाई, एचएमटी लि., एच-2, एमआईडीबी, चिकलथाना औद्योगिक क्षेत्र न्यू औरंगाबाद	फूड प्रोसेसिंग मशीनरी डिवीजन, औरंगाबाद द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि परिसर और बिल्डिंग सहित और संपूर्ण क्षेत्र जिसमें फैक्ट्री परिसर, टाउनशिप, कम्यूनिटी सेंटर, आफिसर्स क्लब, यूनिजन कार्यालय, डिस्पेंसरी, बैंक बिल्डिंग, गेस्ट हाउस और अन्य सुविधाएं, जो इसके प्रशासनिक नियंत्रणाधीन हैं, शामिल है।
4.	संपदा अधिकारी, एचएमटी मशीन टूल्स, कलामसेरी काम्प्लेक्स, केरल-683503	एचएमटी मशीन टूल्स लि., कलामसेरी द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि परिसर, बिल्डिंग सहित संपूर्ण क्षेत्र जिसमें फैक्ट्री परिसर, अनुषंगियां टाउनशिप, यूनिजन कार्यालय, एचएमटी हास्पिटल, स्कूल बिल्डिंग, क्लब, स्पोर्ट्स और अन्य सार्वजनिक सुविधाएं, जोकि इसके प्रशासनिक नियंत्रणाधीन हैं, शामिल है।
5.	संपदा अधिकारी, एचएमटी मशीन टूल्स, हैदराबाद-500054, आंध्र प्रदेश	एचएमटी लि., अथवा एचएमटी मशीन टूल्स, लि. हैदराबाद द्वारा धारित, अधि-ग्रहित अथवा किराए अथवा लीज पर ली गई भूमि, परिसर, बिल्डिंग सहित संपूर्ण क्षेत्र जिसमें फैक्ट्री, परिसर, टाउनशिप, कम्यूनिटी सेंटर, यूनिजन कार्यालय, हास्पिटल, स्कूल बिल्डिंग, क्लब, स्पोर्ट्स ग्राउण्ड और अन्य सार्वजनिक सुविधाएं, जोकि इसके प्रशासनिक नियंत्रणाधीन हैं, शामिल है।
6.	संपदा अधिकारी, प्रागा प्रभाग, एचएमटी मशीन टूल्स लि., हैदराबाद-500054, आंध्र प्रदेश	एचएमटी मशीन टूल्स लि., प्रागा प्रभाग, हैदराबाद द्वारा धारित, अधिग्रहित अथवा किराए अथवा लीज पर ली गई भूमि, परिसर, बिल्डिंग सहित संपूर्ण क्षेत्र जिसमें फैक्ट्री, परिसर, जोकि इसके प्रशासनिक नियंत्रणाधीन हैं, शामिल है।
7.	संपदा अधिकारी, एचएमटी मशीन टूल्स लि., अजमेर, राजस्थान	एचएमटी मशीन टूल्स लि., अजमेर द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि, परिसर, बिल्डिंग सहित सम्पूर्ण क्षेत्र जिसमें फैक्ट्री, परिसर, अनुषंगियां टाउनशिप, कम्यूनिटी सेंटर, यूनिजन कार्यालय, हास्पिटल, स्कूल बिल्डिंग, क्लब स्पोर्ट्स ग्राउण्ड और अन्य सार्वजनिक सुविधाएं, जोकि इसके प्रशासनिक नियंत्रणाधीन हैं, शामिल है।

(1)	(2)	(3)
8.	संपदा अधिकारी, एचएमटी वाचेज लि., वाच फैक्ट्री बेंगलूर, काम्पलेक्स, बेंगलूर, कर्नाटक	एचएमटी वाचेज लि., वाच फैक्ट्री काम्पलेक्स, बेंगलूर, द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि, परिसर, बिल्डिंग सहित संपूर्ण क्षेत्र जिसमें एचएमटी वाच फैक्ट्री, बेंगलूर काम्पलेक्स, टाउनशिप, स्पोर्ट्स ग्राउण्ड और अन्य सार्वजनिक सुविधाएं, जो कि इसके प्रशासनिक नियंत्रणाधीन है, शामिल है।
9.	संपदा अधिकारी, एचएमटी वाचेज लि., वाच फैक्ट्री IV, तुमकुर कर्नाटक	एचएमटी वाचेज लि., वाच फैक्ट्री तुमकुर द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि, परिसर, बिल्डिंग सहित सम्पूर्ण क्षेत्र जिसमें फैक्ट्री, परिसर, अनुषंगियां टाउनशिप, कम्यूनिटी सेंटर, यूनियन कार्यालय, हास्पिटल, स्कूल बिल्डिंग, क्लब स्पोर्ट्स ग्राउण्ड और अन्य सार्वजनिक सुविधाएं, जोकि इसके प्रशासनिक नियंत्रणाधीन है, शामिल है।
10.	संपदा अधिकारी, एचएमटी वाचेज लि., वाच फैक्ट्री V, रानीबाग, जिला नैनीताल, उत्तराखण्ड	एचएमटी वाचेज लि., वाच फैक्ट्री रानीबाग नैनीताल द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि, परिसर, बिल्डिंग, सहित संपूर्ण क्षेत्र जिसमें फैक्ट्री परिसर, टाउनशिप, आफिसर्स क्लब म्यूनिटीकसेंटर, यूनियन कार्यालय, डिस्पेंसरी, बैंक बिल्डिंग, गेस्ट हाउस और अन्य सार्वजनिक सुविधाएं, जोकि इसके प्रशासनिक नियंत्रणाधीन है, शामिल है।
11.	संपदा अधिकारी, एचएमटी चिनार वाचेज लि., श्रीनगर	1. जम्मू वाच एसेम्बली यूनिट का सम्पूर्ण फैक्ट्री परिसर, जिसमें उसके प्रशासनिक नियंत्रणाधीन लीज पर ली गई भूमि अथवा विनिर्मित क्षेत्र और कैण्टीन बिल्डिंग, सेल्स आउटलेट शामिल है। 2. एचएमटी चिनार वाचेज, श्रीनगर की फैक्ट्री परिसर का सम्पूर्ण क्षेत्र, टाउनशिप, कम्यूनिटी सेंटर, अन्य सुविधाओं सहित राज्य सरकार से लीज पर ली गई भूमि और अनुषंगी भवन जोकि वर्तमान में सुरक्षा बलों के अधिकार क्षेत्र में है।
12.	प्रमुख प्रशासनिक प्रबंधक एचएमटी लि., कारपोरेट कार्यालय, बेंगलूर, कर्नाटक	एचएमटी लि., बेंगलूर द्वारा धारित, अधिग्रहित अथवा किराए पर ली गई भूमि, परिसर और बिल्डिंग सहित 59, बेल्लारी रोड, बेंगलूर-560032 में स्थित एचएमटी लि. का कारपोरेट कार्यालय, 22/9, एम.जी. रोड, बेंगलूर का कारपोरेट कार्यालय परिसर, जोकि इसके प्रशासनिक नियंत्रणाधीन है, शामिल है।
13.	प्रशासनिक प्रबंधक एचएमटी मशीन टूल्स लि. मार्केटिंग डिवीजन, बेंगलूर, कर्नाटक	बम्बई और पुणे में स्थित एचएमटी मशीन टूल्स लि., द्वारा धारित, अधिग्रहित कार्यालय और आवासीय परिसर और बिल्डिंग जोकि इसके प्रशासनिक नियंत्रणाधीन है।
14.	प्रशासनिक प्रबंधक, एचएमटी वाचेज लि. बेंगलूर, कर्नाटक	बाटन सेंटर, एम.जी.रोड, बेंगलूर में कामर्शियल बिल्डिंग के प्रथम तल पर 101 नं. का सम्पूर्ण क्षेत्र और क्षेत्रीय प्रबंधक (पश्चिम) द्वारा धारित, कंपनी का आवासीय फ्लैट, मुम्बई वर्ल्ड ट्रेड सेंटर का सम्पूर्ण क्षेत्र, एचएमटी वाचेज लि. द्वारा धारित अथवा लीज पर ली गई किसी भी प्रकार की भूमि अथवा बिल्डिंग अथवा फ्लैट के क्षेत्र शामिल हैं।
15.	संपदा अधिकारी, एचएमटी बियरिंग लि., मौला अली, हैदराबाद	मल्कागिरी इंडस्ट्रियल म्युनिसिपल लि. में सर्वे सं. 610 और 615 में फैक्ट्री परिसर का सम्पूर्ण क्षेत्र और बाहरी दीवार से घिरे 29.33 एकड़ की भूमि और बिल्डिंग का क्षेत्र शामिल है।

[फा.सं. 5(10)/2005-पीई-X]

हरभजन सिंह, संयुक्त सचिव

## MINISTRY OF HEAVY INDUSTRIES AND PUBLIC ENTERPRISES

(Department of Heavy Industry)

New Delhi, the 14th January, 2011

**S. O. 222.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Department of



Public Enterprises number S.O. 692, dated the 8th February, 1988, the Central Government hereby appoints the Officers mentioned in column (2) of the Table given below, being the Officers of the HMT Limited and its Subsidiaries such as the HMT Machine Tools Limited, HMT Watches Limited, HMT Chinar Watches Limited and HMT Bearings Limited, equivalent to the rank of Gazetted Officers of Government, to be Estate Officers for the purpose of the said Act, and the said Officers shall exercise the powers conferred and perform the duties imposed on Estate Officers by or under the said Act, within the local limits of their respective jurisdiction in respect of the premises specified in the corresponding entry in column (3) of the said Table.

TABLE

Serial Number	Designation of the Officer	Category of Public premises and local units of jurisdiction
(1)	(2)	(3)
1.	Estate Officer, Common Services Division, HMT Limited, Bangalore, Karnataka	The entire area comprising of factory premises, ancillaries, and other civil amenities including the lands, premises and buildings owned or acquired or hired by HMT Limited or HMT Machine Tools Limited, Bangalore complex which are under its administrative control or under the control of Common Services Division, HMT Limited, Bangalore.
2.	Estate Officer, HMT Limited, Pinjore Complex, Pinjore, Distt. Ambala, Haryana and HMT Limited, Mohali, Distt. Ropar, Punjab	The entire area comprising of factory premises with entire building and structures of HMT Limited, Pinjore complex, township, community centre, school buildings, union officer SWASSO House, Dispensary, HMT Club, old club or sports club and other civil amenities, worship places like temple, gurudwara, Balmiki Mandir, Khaki Shah Mazar, Shantighat, graveyard, etc., including the lands, premises and buildings owned or acquired or hired by HMT Limited or HMT Machine Tools Limited, Pinjore which are under administrative Control including Industrial Shed number 210, Industrial Area Phase I, Panchkula and land and buildings owned or acquired or hired by HMT Limited at Mohali, Distt. Ropar, Punjab.
3.	Estate Officer, Dairy Machinery Unit, HMT Limited, H-2, MIDC, Chikalthana Industrial Area, New Aurangabad	The entire area comprising of factory premises, township, community centre, officers club, union officer, dispensary bank building, guest houses and other civil amenities including lands, premises and buildings owned or acquired or hired by Food Processing Machinery Division, Aurangabad, which are under its administrative control.
4.	Estate Officer, HMT Machine Tools Limited, Kalamassery Complex, Kerala -683503.	The entire area comprising of factory premises, ancillaries, township, community centre, union office dispensary, school building, club, sports ground and other civil amenities including land, premises and building owned or acquired or hired by HMT Machine Tools Limited, Kalamassery, which are under its administrative control.
5.	Estate Officer, HMT Machine Tools Limited, Hyderabad - 500054, Andhra Pradesh.	The entire area comprising of factory premises, township, union office, HMT hospital, school building, club, sports ground and other civil amenities including land, premises and buildings owned or acquired or hired or leased out or hired by HMT Limited or HMT Machine Tools Limited, Hyderabad, which are under its administrative control.
6.	Estate Officer, Praga Division HMT Machine Tools Limited, Hyderabad - 500054, Andhra Pradesh	The entire area comprising of factory premises, including lands, premises and buildings owned by HMT Machine Tools Limited, Praga Division, Hyderabad which are under its administrative control.

(1)	(2)	(3)
7.	Estate Officer, HMT Machine Tools Limited, Ajmer, Rajasthan	The entire area comprising of factory premises, ancillaries, township, community centre, union office, dispensary, school building, club, sports ground and other civil amenities including land, premises and building owned or acquired or hired by HMT Machine Tools Limited, Ajmer, which are under its administrative control.
8.	Estate Officer, HMT Watches Limited, Watch Factory, Bangalore complex, Bangalore, Karnataka	The entire area comprising of HMT watch factory, Bangalore complex, township, sports ground and other factory premises land and buildings owned or acquired or hired by HMT Watches Limited, Watch factory complex, Bangalore, which are under its administrative control.
9.	Estate Officer, HMT Watches Limited, Watch factory IV, Tumkur, Karnataka	The entire area comprising of factory premises, ancillaries, township community centre, union office, dispensary, school building, club, sports ground and other civil amenities including land, premises and buildings owned or acquired or hired by HMT Watches Limited, watch factory, Tumkur, which are under its administrative control.
10.	Estate Officer, HMT Watches Limited, Watch factory V, Ranibagh, Distt. Nainital, Uttarakhand	The entire area comprising of factory premises, township, community centre, officers club, union office, dispensary, bank building, guest houses and other civil amenities including land premises and buildings owned or acquired or hired by HMT Watches Limited, Watch factory, Ranibagh, which are under its administrative control.
11.	Estate Officer, HMT Chinar Watches Limited, Srinagar	1. The entire factory premises of Jammu Watch Assembly Unit including canteen building, sales outlet including all land or built up area on ownership of lease under its administrative control. 2. The entire factory premises of HMT Chinar Watches Limited, Srinagar including township, community centre, other civil amenities including land under lease from State Government and the ancillary building presently under the occupation of security forces.
12.	Chief Administrative Manager, HMT Limited, Corporate Office, Bangalore, Karnataka	The entire area comprising of corporate office, HMT Limited, at number 59, Bellary Road, Bangalore - 560032, the Corporate Office premises at 22/9, M.G. Road, Bangalore including land, premises and building owned or acquired or hired by HMT Limited at Bangalore which are under its administrative control.
13.	Administrative Manager, HMT Machine Tools Limited, Marketing Division, Bangalore, Karnataka	Office and residential premises and buildings owned or acquired by HMT Machine Tools Limited, at Mumbai and Pune which are under its administrative control.
14.	Administrative Manager, HMT Watches Limited, Bangalore, Karnataka	The entire area bearing number 101 on the 1st floor of the commercial building at Barton centre, M.G. Road, Bangalore and the entire area comprising of Mumbai World Trade Centres, residential flat of the company occupied by the Regional Manager (West) and any other land or building or flat owned, acquired or taken on lease by HMT Watches Limited.
15.	Estate Officer, HMT Bearings Limited, Moula Ali, Hyderabad.	The entire area comprising of factory premises in survey numbers 610 and 611 in Malkagiri Industrial Municipal Limits, building and land admeasuring 29.33 acres surrounded by compound wall.

[F. No. 5(10)/2005-P.E.-X]  
HARBHAJAN SINGH, Jt. Secy.

## उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

## ( उपभोक्ता मामले विभाग )

## भारतीय मानक ब्यूरो

नई दिल्ली, 6 जनवरी, 2011

**का.आ. 223.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :-

## अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13194: 1991 सूचना अंतरविनिमय के लिये भारतीय लिपि संहिता	संशोधन नं. 1, दिसम्बर 2010	जनवरी 2011

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

तिथि 06-07-2011

[संदर्भ : एल आई टी डी / जी-75]  
न. सिंह, प्रमुख (इलेक्ट्रॉनिक्स एवं आई टी)

## MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

## (DEPARTMENT OF CONSUMER AFFAIRS)

## BUREAU OF INDIAN STANDARDS

New Delhi, the 6th January, 2011

**S.O. 223.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

## SCHEDULE

Sl.No.	No. and Year of the Indian Standards	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13194 : 1991 Indian Script Code for Information Interchange -ISCII	Amendment No. 1, December, 2010	January, 2011

Copy of this Standard/ Amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 06-07-2011

[Ref: LITD/G-75]

N. SINGH Head (Electronics &amp; IT)

नई दिल्ली, 7 जनवरी, 2011

**का.आ. 224.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक (कों) में संशोधन किया गया /किये गये हैं :-

**अनुसूची**

क्रम सं.	संशोधित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 13805-2004- अविनाशी परीक्षण में लगे कार्मिकों का प्रमाणन और योग्यताओं के लिए सामान्य प्रतिमान (पहला पुनरीक्षण)	संशोधन संख्या 1, दिसम्बर 2010	31 दिसम्बर, 2010

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूरु, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एमटीडी 21 / टी-44]

बी. के. मुखोपाध्याय, वैज्ञानिक 'ई' एवं निदेशक (एमटीडी)

New Delhi, the 7th January, 2011

**S.O. 224.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

**SCHEDULE**

Sl.No.	No. and Title of the Standard (s)	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 13805 -2004 General standard for qualification and certification of non-destructive testing personnel - specification (first revision)	Amendment no.1, December, 2010	31 December, 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MTD 21 /T-44]

B. K. MUKHOPADHYAY, Sc.-'E' & Director (Met Engg.)



नई दिल्ली, 7 जनवरी, 2011

**का.आ. 225.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक (कों) में संशोधन किया गया /किये गये हैं :-

**अनुसूची**

क्रम सं.	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 27 : 1992 पिग सीसा - विशिष्टि (चौथा पुनरीक्षण)	संशोधन संख्या 2 दिसम्बर, 2010	31 दिसम्बर, 2010
2.	आई एस 209 : 1992 जस्ता इंगट - विशिष्टि (चौथा पुनरीक्षण)	संशोधन संख्या 2 दिसम्बर, 2010	31 दिसम्बर, 2010
3.	आई एस 1654 : 1992 सीसा-एन्टीमनी मिश्र धातुएं- विशिष्टि (तीसरा पुनरीक्षण)	संशोधन संख्या 1 दिसम्बर, 2010	31 दिसम्बर, 2010

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली- 110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : एमटीडी 9/टी-3, 6 और 10]

बी. के. मुखोपाध्याय, वैज्ञानिक 'ई' एवं निदेशक (एमटीडी)

New Delhi, the 7th January, 2011

**S.O. 225.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards, hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

**SCHEDULE**

Sl.No.	No. and Title of the Standards (s)	No. and Year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 27 : 1992 Pig Lead- Specification (Fourth Revision)	Amendment No. 2 December, 2010	31 December, 2010
2	IS 209 : 1992 Zinc Ingot- Specification (Fourth Revision)	Amendment No. 2 December, 2010	31 December, 2010
3	IS 1654 : 1992 Lead- Antimony Alloys - Specification (Third Revision)	Amendment No. 1 December, 2010	31 December, 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 9/T-3, 6 &amp; 10.]

B. K. MUKHOPADHYAY, Sc-'E' &amp; Director (Met Engg.)

**कोयला मंत्रालय****आदेश**

नई दिल्ली, 12 जनवरी, 2011

**का.आ. 226.**—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार में कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 3263 तारीख 1 नवम्बर, 2007 जो भारत के राजपत्र के भाग-II, खण्ड-3, उप-खण्ड (ii) तारीख 10 नवम्बर, 2007 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में, या उस पर के अधिकार, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे।

और केन्द्रीय सरकार का यह समाधान हो गया है कि वेस्टर्न कोलफील्ड्स लिमिटेड, नागपुर (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना अचित समझे, अनुपालन करने के लिए रजामंद है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उस भूमि में या उस पर के सभी अधिकार, तारीख 10 नवम्बर, 2007 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों की बाबत किए गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

2. शर्त (1) के अधीन सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त सरकारी कंपनी द्वारा वहन किये जायेंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कंपनी द्वारा वहन किये जायेंगे ;

3. सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;

4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि को किन्हीं अन्य व्यक्तियों को अंतरित करने की शक्ति नहीं होगी ; और

5. सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं ।

[फा. सं.-43015/2/2005-पी आर आई डब्ल्यू-1]

एस. सी. भाटिया, निदेशक

**MINISTRY OF COAL****ORDER**

New Delhi, the 12th January, 2011

**S.O. 226.**— Whereas, on the publication of the notification of the Government of India in the Ministry of Coal number S.O. 3263, dated the 1st November, 2007, published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated the 10th November, 2007, issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the land and all rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And whereas, the Central Government is satisfied that the Western Coalfields Limited, Nagpur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the said lands and rights in or over the said lands so vested shall with effect from 10th November, 2007 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :—

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act ;

2. A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government Company ;

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested ;

4. The Government Company shall have no power to transfer the lands to any other persons without the previous approval of the Central Government ; and

5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F.No.-43015/2/2005-PRIW-I]

S. C. BHATIA, Director

### आदेश

नई दिल्ली, 13 जनवरी, 2011

**का.आ. 227.**—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार में कोयला मंत्रालय द्वारा अधिसूचना संख्यांक का.आ. 1491 तारीख 4 जून, 2010 जो भारत के राजपत्र के भाग-II, खण्ड-3, उप-खण्ड (ii) तारीख 12 जून, 2010 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में, या उस पर के सभी अधिकार, (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है), उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे ।

और केन्द्रीय सरकार का यह समाधान हो गया है कि साऊथ इस्टर्न कोलफील्ड्स लिमिटेड, बिलासपुर (छत्तीसगढ़) (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त 29.287 हेक्टर भूमि और उस पर के सभी अधिकार, तारीख 12 जून, 2010 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की स्थान पर, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :—

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों की बाबत किए गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ।

2. उक्त सरकारी कंपनी द्वारा शर्त (1) के अधीन केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कंपनी द्वारा वहन किये जायेंगे और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कंपनी द्वारा वहन किये जायेंगे ;

3. उक्त सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय की क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;

4. उक्त सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और

5. उक्त सरकारी कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं पालन करेगी।

[फा.सं.-43015/5/2007-पी आर आई डब्ल्यू-1]

एस. सी. भाटिया, निदेशक

**ORDER**

New Delhi, the 13th January, 2011

**S.O. 227.**— Whereas, on the publication of the notification of the Government of India in the Ministry of Coal number S.O.1491, dated the 4th June, 2010, published in the Gazette of India, Part-II, Section-3, Sub-section (ii) dated the 12th June 2010, issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the lands as all rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act;

And whereas, the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (Chhattisgarh) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the all rights of 29.287 hectares land in or over the said lands so vested shall with effect from 12th June, 2010 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :—

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act ;
2. A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under conditions (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government Company ;
3. The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested ;
4. The Government Company shall have no power to transfer the said lands to any other persons without the previous approval of the Central Government ; and
5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F.No.-43015/5/2007-PRIW-I]  
S. C. BHATIA, Director

नई दिल्ली, 14 जनवरी, 2011

**का.आ. 228.**—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1490 तारीख 4 जून, 2010 द्वारा जो भारत के राजपत्र भाग-II, खण्ड-3, उप-खण्ड (ii) तारीख 12 जून, 2010 में प्रकाशित की गई थी उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट 935.461 हेक्टेयर या 2311.52 एकड़ परिक्षेत्र की भूमि और उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 935.461 हेक्टेयर (लगभग) या 2311.52 एकड़ (लगभग) माप वाली भूमि के सभी अधिकार अर्जित किए जाने चाहिए ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि अनुसूची में यथा वर्णित 935.461 हेक्टेयर (लगभग) या 2311.52 एकड़ (लगभग) माप वाली भूमि में के या उस पर के सभी अधिकार अर्जित किए जाते हैं ।



इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम (पीएलजी) /भूमि/ 393 तारीख 4 अक्टूबर, 2010 का निरीक्षण कलेक्टर, अनुपपुर और शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

### अनुसूची

#### बटुरा विस्तार ब्लॉक, सोहागपुर क्षेत्र

#### जिला-अनूपपुर और शहडोल (मध्य प्रदेश)

[रेखांक सं. एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/393, तारीख 4 अक्टूबर, 2010]

#### सभी अधिकार :

#### (क) राजस्व भूमि :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	बंदोबस्त संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	रामपुर	107	889	सोहागपुर	शहडोल	533.836	भाग
2.	बेलिया	107	722	सोहागपुर	शहडोल	191.039	भाग
3.	खांडा	30	184	अनूपपुर	अनूपपुर	131.274	भाग

कुल क्षेत्र :- 856.149 हेक्टर (लगभग) या 2115.54 एकड़ (लगभग)

#### (ख) वन भूमि :

क्रम सं.	वन कम्पार्टमेंट संख्या	रेंज	डिवीजन	क्षेत्र हेक्टर में	टिप्पणी
1.	पी - 174 II	केशवाही	दक्षिण शहडोल	79.312	भाग

कुल क्षेत्र :- 79.312 हेक्टर (लगभग) या 195.98 एकड़ (लगभग)

कुल योग (क+ख) :- 935.461 हेक्टर (लगभग)  
या 2311.52 एकड़ (लगभग)

1. ग्राम रामपुर (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :-1158(भाग), 1159 से 1164, 1181 से 1245, 1271 से 1276, 1277(भाग), 1278 से 1285, 1300(भाग), 1301 से 1361, 1362(भाग), 1377 से 1447, 1450, 1465(भाग), 1466(भाग), 1467 से 1487, 1565 से 1568, 1570 से 1574, 1575(भाग), 1576 से 1886, 1886/1ख, 1887 से 1889, 1890(भाग), 1891, 1892, 1892/2 से 1892/5, 1893 से 2211, 2213(भाग), 2214(भाग), 2215(भाग), 2216 से 2228, 2229(भाग), 2230(भाग), 2248(भाग), 2249, 2250, 2602(भाग), 2603(भाग), 2604(भाग), 2605, 2607 से 2671, 2684(भाग), 2685(भाग), 2689(भाग), 2690 से 2701, 2702(भाग), 2708(भाग), 2709(भाग), 2712(भाग), 2713, 2718(भाग), 2721 से 3244, 3245(भाग), 3246(भाग), 3247 से 3266, 3267(भाग), 3273(भाग), 3274 से 3278, 3279(भाग), 3280 से 3296, 3297(भाग), 3298(भाग), 3305, 3306, 3309 से 3320, 3322, 3323(भाग), 3324 से 3340, 3341(भाग), 3343।

2. ग्राम बेलिया (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :-21/1/2(भाग), 21/4(भाग), 21/7(भाग), 21/10(भाग), 51/1, 51/2(भाग), 51/3, 51/4, 51/6, 52, 53/1, 53/2, 53/3ख, 53/4, 53/6 से 53/8, 55 (भाग), 55/4(भाग), 56/1, 56/2, 57 से 63,

136 से 173, 174(भाग), 175 से 178, 179(भाग), 180(भाग), 181, 188(भाग), 191(भाग), 195(भाग), 195/7, 196(भाग), 196/11, 196/13(भाग), 197(भाग), 209(भाग), 211(भाग), 212(भाग), 213(भाग), 242(भाग), 243 से 253, 254(भाग), 255(भाग), 256, 257(भाग), 258(भाग), 259 से 325, 325/1, 325/7 326 से 330, 331/1 से 331/4, 332/1 से 332/3, 333 से 340, 341/1 से 341/3, 342 से 349, 349/1, 350 से 354, 355(भाग), 357(भाग), 358(भाग), 359(भाग), 406(भाग), 407 से 414, 415/1, 415/2, 416, 417/2 से 417/5, 418 से 484, 485(भाग), 486(भाग), 488(भाग), 489(भाग), 491, 492, 500, 501, 508, 511 से 517 ।

3. **ग्राम खांडा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :-** 140 से 146, 148 से 153, 163(भाग), 164(भाग), 167 से 218, 219(भाग), 220(भाग), 223(भाग), 225(भाग), 234(भाग), 235(भाग), 236, 237(भाग), 238 से 264, 265(भाग), 266 से 294, 295(भाग), 296(भाग), 297, 298(भाग), 299 से 301, 302(भाग), 303(भाग), 312(भाग), 320(भाग), 321 से 340, 341(भाग), 342 से 344, 345(भाग), 347(भाग), 390 से 399, 400(भाग), 401(भाग), 402(भाग), 403(भाग), 471(भाग), 1349, 1364 ।

### सीमा वर्णन :-

- क-ख रेखा बिन्दु “क” से आरंभ होती है और ग्राम रामपुर-खांडा के भागतः सम्मिलित सीमा से होती हुई बिन्दु “ख” पर मिलती है ।
- ख-ग रेखा ग्राम रामपुर के प्लॉट संख्या 1890, 1575 से होकर 1574, 1572, 1571, 1570, 1568, 1567, 1565, 1484, 1485, 1487, 1475 के दक्षिणी सीमा और 1466, 1465 से गुजरती हुई बिन्दु “ग” पर मिलती है ।
- ग-घ रेखा ग्राम रामपुर के प्लॉट संख्या 1465, 1466 से होकर 1467, 1447, 1450, 1377 के पश्चिमी, 1362, 1369, 1158 से होकर 1159, 1160 के दक्षिणी, 1160, 1164, 1285 के पश्चिमी, 1277 के दक्षिणी, तथा 1277 से गुजरती है फिर 1273, 1271, 1245, 1181, 1182, 1183, 2209, 2211 के पश्चिमी, 2213, 2214, 2215 से होकर 2221, 2250, 2249 के पश्चिमी, 2248, 2229, 2230 से होकर 2228, 2721 के पश्चिमी, 2718 से होकर 2713 के पश्चिमी, 2712, 2709, 2708, से गुजरती है फिर 2785, 2786 के पश्चिमी, 2702, 2689, 2685, 2684 से होकर 2670, 2671 के पश्चिमी, 2604, 2603, 2602 से होकर 3322 के पश्चिमी, 3323 से होकर ग्राम बेलिया में प्रवेश करती है और प्लॉट संख्या 406, 359, 358, 357, 355, 21/1/2, 21/4, 21/7, 21/10, से होकर 51/2 के पश्चिमी सीमा से होती हुई बिन्दु “घ” पर मिलती है ।
- घ-ङ रेखा ग्राम बेलिया के प्लॉट संख्या 51/2 से होकर 51/3, 51/4, 53/7, 53/6 के उत्तरी सीमा, 55, 55/4 से होकर 61, 62, 63, 136, 137, 138 के उत्तरी, 179, 180 से होकर 181, 173 के उत्तरी, 188, 191, 195/7, 195, 505, 195, 196/13, 196, 197, 258, 257, 255, 254, 211, 209, 213 से गुजरती हुई बिन्दु “ङ” पर मिलती है ।
- ङ-च रेखा ग्राम बेलिया के प्लॉट संख्या 213, 212, 242, 489, 488, 485, 486 से होकर ग्राम रामपुर में प्रवेश करती है और प्लॉट संख्या 3245 से गुजरती हुई बिन्दु “च” पर मिलती है ।
- च-छ-ज रेखा ग्राम रामपुर के प्लॉट संख्या 3245, 3246 और बिन्दु “छ” से होती हुई बिन्दु “ज” पर मिलती है ।
- ज-झ रेखा ग्राम रामपुर के प्लॉट संख्या 3246, 3267 3273, 3341, 3273, 3298, 3279, 3298 से होती हुई बिन्दु “झ” पर मिलती है ।
- झ-ञ रेखा ग्राम रामपुर के प्लॉट संख्या 3297 से होती हुई बिन्दु “ञ” पर मिलती है ।
- ञ-ट रेखा ग्राम खांडा - बेरिहा के भागतः सम्मिलित सीमा से होती हुई बिन्दु “ट” पर मिलती है ।
- ट-क रेखा ग्राम खांडा के प्लॉट संख्या 401, 471, 402, 403 से होकर 403 के दक्षिणी, 395, 394 के पूर्वी, 394, 390 के दक्षिणी सीमा, 265, 303, 302, 298, 312, 296, 295, 320 से होकर 339, 340 के दक्षिणी सीमा, 341, 345, 347, 235, 234, 237, 225, 223, 220, 219 से होकर गुजरती है फिर 140, 143, 144, 145, 146, 152, 153, 167 के दक्षिणी सीमा और 164, 163, 251 से होती हुई आरंभिक बिन्दु “क” पर मिलती है ।

[फा. सं. 43015/24/2008-पी आर आई डब्ल्यू-1]

एस. सी. भाटिया, निदेशक

New Delhi, the 14th January, 2011

**S.O. 228.**— Whereas , by the notification of the Government of India in the Ministry of Coal number S.O. 1490 dated the 4th June, 2010, issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 12th June, 2010, the Central Government gave notice of its intention to acquire 935.461 hectares or 2311.52 acres land as all rights in or over such land specified in the Schedule appended to that notification;

And whereas, the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the land measuring 935.461 hectares (approximately) or 2311.52 acres (approximately) as all rights in or over such land as described in schedule appended hereto, should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the said Act, the Central Government declares that the land measuring 935.461 hectares (approximately) or 2311.52 acres (approximately) as all rights in or over such land as described in Schedule are hereby acquired.

The Plan bearing number SECL/BSP/CGM(PLG)/LAND/393 dated the 4th October, 2010 of the area covered by this notification may be inspected at the Office of the Collector, Anuppur and Shahdol (Madhya Pradesh) or at the Office of the Coal Controller, 1, Council House Street, Kolkata- 700001 or at the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur- 495006 (Chhattisgarh).

**SCHEDULE**

**Batura Extension Block, Sohagpur Area  
District-Anuppur and Shahdol (Madhya Pradesh)**

[Plan bearing number SECL/BSP/CGM(PLG)/LAND/393 dated the 4th October, 2010 ]

**All Rights :****(A) Revenue Land :**

Sl. No.	Name of Village	Patwari halka number	Bandobast Number	Tahsil	District	Area in Hectares	Remarks
1.	Rampur	107	889	Sohagpur	Shahdol	533.836	Part
2.	Beliya	107	722	Sohagpur	Shahdol	191.039	Part
3.	Khanda	30	184	Anuppur	Anuppur	131.274	Part
<b>Total :—856.149 Hectares (approximately) or 2115.54 acres (approximately)</b>							

**(B) Forest Land :**

Sl. No.	Forest Compartment Number	Range	Division	Area in Hectares	Remarks
1.	P - 174 II	Keswahi	South Shahdol	79.312	Part
<b>Total :—79.312 Hectares (approximately) or 195.98 acres (approximately)</b>					

**Grand Total (A+B) :- 935.461 Hectares (approximately)  
or 2311.52 acres (approximately)**

**1. Plot Numbers to be acquired in village Rampur (Part):** 1158(P), 1159 to 1164, 1181 to 1245, 1271 to 1276, 1277(P), 1278 to 1285, 1300(P), 1301 to 1361, 1362(P), 1377 to 1447, 1450, 1465(P), 1466(P), 1467 to 1487, 1565 to 1568, 1570 to

1574, 1575(P), 1576 to 1886, 1886/1kh, 1887 to 1889, 1890(P), 1891, 1892, 1892/2 to 1892/5, 1893 to 2211, 2213(P), 2214(P), 2215(P), 2216 to 2228, 2229(P), 2230(P), 2248(P), 2249, 2250, 2602(P), 2603(P), 2604(P), 2605, 2607 to 2671, 2684(P), 2685(P), 2689(P), 2690 to 2701, 2702(P), 2708(P), 2709(P), 2712(P), 2713, 2718(P), 2721 to 3244, 3245(P), 3246(P), 3247 to 3266, 3267(P), 3273(P), 3274 to 3278, 3279(P), 3280 to 3296, 3297(P), 3298(P), 3305, 3306, 3309 to 3320, 3322, 3323(P), 3324 to 3340, 3341 (P), 3343.

2. Plot Numbers to be acquired in village Beliya (Part):- 21/1/2(P), 21/4(P), 21/7(P), 21/10(P), 51/1, 51/2(P), 51/3, 51/4, 51/6, 52, 53/1, 53/2, 53/3kh, 53/4, 53/6 to 53/8, 55(P), 55/4(P), 56/1, 56/2, 57 to 63, 136 to 173, 174(P), 175 to 178, 179(P), 180(P), 181, 188(P), 191(P), 195(P), 195/7, 196(P), 196/11, 196/13(P), 197(P), 209(P), 211(P), 212(P), 213(P), 242(P), 243 to 253, 254(P), 255(P), 256, 257(P), 258(P), 259 to 325, 325/1, 325/7, 326 to 330, 331/1 to 331/4, 332/1 to 332/3, 333 to 340, 341/1 to 341/3, 342 to 349, 349/1, 350 to 354, 355(P), 357(P), 358(P), 359(P), 406(P), 407 to 414, 415/1, 415/2, 416, 417/2 to 417/5, 418 to 484, 485(P), 486(P), 488(P), 489(P), 491, 492, 500, 501, 508, 511 to 517.

3. **Plot Numbers to be acquired in village Khanda (Part):-** 140 to 146, 148 to 153, 163(P), 164(P), 167 to 218, 219(P), 220(P), 223(P), 225(P), 234(P), 235(P), 236, 237(P), 238 to 264, 265(P), 266 to 294, 295(P), 296(P), 297, 298(P), 299 to 301, 302(P), 303(P), 312(P), 320(P), 321 to 340, 341 (P), 342 to 344, 345(P), 347(P), 390 to 399, 400(P), 401 (P), 402(P), 403(P), 471 (P), 1349, 1364.

#### **Boundary Description:**

- A-B Line starts from point 'A' and passes along partly common boundary of villages Rampur - Khanda and meets at point 'B',
- B-C Line passes in village Rampur through plot number 1890, 1575, southern boundary of plot number 1574, 1572, 1571, 1570, 1568, 1567, 1565, 1484, 1485, 1487, 1475, through 1466, 1465 and meets at point 'C'.
- C-D Line passes in village Rampur through plot number 1465, 1466, western boundary of plot number 1467, 1447, 1450, 1377, through 1362, 1369, 1158, southern boundary of plot number 1159, 1160, western boundary of plot number 1160, 1164, 1285, southern boundary of plot number 1277, through 1277, western boundary of plot number 1273, 1271, 1245, 1181, 1182, 1183, 2209, 2211, through 2213, 2214, 2215, western boundary of plot number 2221, 2250, 2249, through 2248, 2229, 2230, western boundary of plot number 2228, 2721, through 2718, western boundary of plot number 2713, through 2712, 2709, 2708, western boundary of plot number 2785, 2786, through 2702, 2689, 2685, 2684, western boundary of plot number 2670, 2671, through 2604, 2603, 2602, western boundary of plot number 3322, through 3323 then enter and passes in village Beliya through plot number 406, 359, 358, 357, 355, 21/1/2, 21/4, 21/7, 21/10, western boundary of plot number 51/2 and meets at point 'D'.
- D-E Line passes in village Beliya through plot number 51/2, northern boundary of plot number 51/3, 51/4, 53/7, 53/6, through 55, 55/4, northern boundary of plot number 61, 62, 63, 136, 137, 138, through 179, 180, northern boundary of plot number 181, 173, through 188, 191, 195/7, 195, 505, 195, 196/13, 196, 197, 258, 257, 255, 254, 211, 209, 213 and meets at point 'E'.
- E-F Line passes in village Beliya through plot number 213, 212, 242, 489, 488, 485, 486 then enter and passes in village Rampur through plot number 3245 and meets at point 'F'.
- F-G-H Line passes in village Rampur through plot number 3245, 3246, point 'G' and meets at point 'H'.
- H-I Line passes in village Rampur through plot number 3246, 3267, 3273, 3341, 3273, 3298, 3279, 3298 and meets at point 'I'.
- I-J Line passes in village Rampur through plot number 3297 and meets at point 'J'.
- J-K Line passes along partly common boundary of villages Khanda - Bairiha and meets at point 'K'.
- K-A Line passes in village Khanda through plot number 401, 471, 402, 403, southern boundary of plot number 403, eastern boundary of plot number 395, 394, southern boundary of plot number 394, 390, through 265, 303, 302, 298, 312, 296, 295, 320, southern boundary of plot number 339, 340, through 341, 345, 347, 235, 234, 237, 225, 223, 220, 219, southern boundary of plot number 140, 143, 144, 145, 146, 152, 153, 167, through 164, 163, 251 and meets at starting point 'A'.

[F. No. 43015/24/2008-PRIW-I]

S. C. BHATIA, Director

**पेट्रोलियम और प्राकृतिक गैस मंत्रालय**

नई दिल्ली, 5 जनवरी, 2011

**का.आ. 229.**—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2185 दिनांक 20 अगस्त, 2010, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा “जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन” के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील रोहतक जिला रोहतक राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी,

और उक्त अधिसूचना की प्रतियां जनता को दिनांक 29 नवम्बर, 2010 को उपलब्ध करा दी गई थीं,

और, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसूचन में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाए, सभी बिल्लगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

**अनुसूची****तहसील : रोहतक जिला : रोहतक राज्य-हरियाणा**

क्रम सं.	गांव का नाम	हदबस्त	मुस्ततिल	खसरा/किला	क्षेत्रफल		
		संख्या	संख्या	संख्या	हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7	8
1.	ब्राह्मणवास	80	80	9/1	00	00	25
				9/2	00	00	25
				10	00	08	60
2	मकरौली कलां	64	34	4	00	04	30
				5	00	08	60
3	किलौई खास	60	186	8	00	05	31
				9	00	05	31
				14	00	01	26

[ फा.सं.आर.-31015/9/2009-ओआर-II ]

ए. गोस्वामी, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 5th January, 2011

**S.O. 229.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2185 dated the 20th August, 2010, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum Corporation Limited for implementing the “GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh” in Tehsil Rohtak, District Rohtak, in Haryana State;



And whereas, copies of the said gazette notification were made available to the public on 29.11.2010.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government.

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

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#### SCHEDULE

Tehsil : ROHTAK			District: ROHTAK		State: HARYANA		
S. No.	Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Hectare	Area Are	Square Metre.
1	2	3	4	5	6	7	8
	1 Brahmanwas	80	80	9/1	00	00	25
				9/2	00	00	25
				10	00	08	60
	2 Makrauli Kalan	64	34	4	00	04	30
				5	00	08	60
	3 Kiloil Khas	60	186	8	00	05	31
				9	00	05	31
				14	00	01	26

[F. No. R-31015/9/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 5 जनवरी, 2011

**का.आ. 230.**—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2182 दिनांक 3 अगस्त, 2010, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा “जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन” के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील सरदुलगढ़, जिला मानसा, राज्य पंजाब की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी,

और, उक्त अधिसूचना की प्रतियां जनता को दिनांक 12 नवम्बर, 2010 को उपलब्ध करा दी गई थीं,

और, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

### अनुसूची

तहसील : सरदूलगढ़ जिला : मानसा

राज्य-पंजाब

गांव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/किला संख्या	हेक्टेयर	क्षेत्रफल एयर	वर्गमीटर
1	2	3	4	5	6	7
1. जटाना कलां	147	26	21	00	02	53
		27	16	00	05	81

[ फा.सं.आर.-31015/11/2009-ओ.आर.-II ]

ए. गोस्वामी, अवर सचिव

New Delhi, the 5th January, 2011

**S.O. 230.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2182 dated the 03 Aug. 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Products from Raman Mandi to Bahadurgarh in the State of Punjab by the Hindustan Petroleum Corporation Limited for implementing the “GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh” in Tehsil Sardulgarh District Mansa in Punjab State;

And whereas, copies of the said gazette notification were made available to the public on 12-11-2010.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, has submitted his report to the Central Government.

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

### SCHEDULE

Tehsil :SARDULGARH

District: MANSA

State: PUNJAB

Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Hectare	Area Are	Square Metre
1	2	3	4	5	6	7
1. Jatana Kalan	147	26	21	00	02	53
		27	16	00	05	81

[F.No. R-31015/11/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 5 जनवरी, 2011

**का.आ. 231.**—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का.आ. 2186 दिनांक 20 अगस्त, 2010, द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे उसके पश्चात् उक्त अधिनियम कहा जाएगा) की धारा 3(1) के अधीन अधिसूचना प्रकाशित कर, रमन मंडी (पंजाब राज्य में) से बहादुरगढ़ (हरियाणा राज्य में) तक, पेट्रोलियम उत्पाद के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा “जी जी एस आर उत्पाद निष्क्रमण परियोजना रमन मंडी से बहादुरगढ़ पेट्रोलियम पाइपलाइन” के सम्बन्ध में उक्त अधिसूचना से संलग्न अनुसूची में निर्दिष्ट तहसील रतिया जिला फतेहाबाद राज्य हरियाणा की भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियां जनता को दिनांक 26 नवम्बर, 2010 को उपलब्ध करा दी गई थी,

और, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है,

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है ;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त हो कर हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

### अनुसूची

तहसील : रतिया जिला : फतेहाबाद राज्य-हरियाणा

क्रम सं.	गांव का नाम	हदबस्त	मुस्ततिल	खसरा/किला	क्षेत्रफल		
		संख्या	संख्या	संख्या	हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7	8
1.	साहरन	109	4	25	00	01	51
			12	4/2	00	00	25
				5	00	10	88
				6	00	07	34
2.	मंढ	108	102	4	00	11	38
				6	00	02	78
				7	00	09	86
				14	00	00	25
				15	00	11	63
				16	00	11	13
				25	00	01	26
			103	20	00	00	50
				21	00	09	61
			141	23/1	00	02	02
				23/2	00	00	25
				24/2	00	03	55
			147	7/1	00	03	03
3.	अहरवा	127	210	25/2	00	05	57
			232	25	00	05	06
			234	5/2	00	07	08

[फा.सं.आर.-31015/15/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 5th January, 2011

**S.O. 231.**—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, published in the Gazette of India vide number S.O. 2186 dated the 20th August, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana by the Hindustan Petroleum Corporation Limited for implementing the “GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh” in Tehsil Ratiya, District Fatehabad, in Haryana State;

And whereas, copies of the said gazette notification were made available to the public on 26.11.2010.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, has submitted his report to the Central Government.

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is acquired;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of users in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Hindustan Petroleum Corporation Limited free from all encumbrances.

**SCHEDULE**

<b>Tehsil : RATIYA</b>			<b>District : FATEHABAD</b>		<b>State : HARYANA</b>		
S. No.	Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Hectare	Area Are	Square Metre
1	2	3	4	5	6	7	8
1.	Saharan	109	4	25	00	01	51
			12	4/2	00	00	25
				5	00	10	88
				6	00	07	34
2.	Madh	108	102	4	00	11	38
				6	00	02	78
				7	00	09	86
				14	00	00	25
				15	00	11	63
				16	00	11	13
				25	00	01	26
			103	20	00	00	50
				21	00	09	61
			141	23/1	00	02	02
				23/2	00	00	25
				24/2	00	03	55
			147	7/1	00	03	03
3.	Ahearwa	127	210	25/2	00	05	57
			232	25	00	05	06
			234	5/2	00	07	08

[F. No. R-31015/15/2009-OR-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 5 जनवरी, 2011					(1)	(2)	(3)	(4)	(5)
<b>का. आ. 232.</b> —केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन” बिछाई जानी चाहिए;					डोंगापानी-17	2023	00	14	32
और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;						2019	00	09	88
अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;						2028	00	03	78
कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए, उसमें उपयोग के अधिकार का अर्जन करने के संबंध में श्री प्रेम चन्द्र वर्मा, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, ग्राउंड फ्लोर, बी-ब्लॉक, शाहदेव टावर, पी. पी. कम्पाउन्ड, राँची-834001 (झारखंड) को लिखित रूप में आक्षेप भेज सकेगा।						2029	00	14	52
<b>अनुसूची</b>						2033	00	12	00
अंचल : जलडेगा जिला : सिमडेगा राज्य : झारखण्ड					बोंगेरा-16	2030	00	02	00
गौँव का नाम प्लॉट सं. क्षेत्रफल						2031	00	02	59
						2018	00	07	14
						2017	00	00	23
						992	00	13	12
						973	00	04	16
						990	00	03	42
						988	00	05	26
						978	00	11	71
						979	00	00	40
						980	00	07	57
						955	00	15	74
						952	00	00	93
						953	00	02	61
						954	00	11	27
						951	00	01	17
						950	00	00	10
						949	00	01	84
						944	00	21	05
						859	00	07	02
						862	00	04	43
						860	00	11	50
						858	00	06	66
						853	00	34	82
						726	00	00	86
						727	00	06	92
						723	00	04	39
						718	00	08	21
						714	00	00	87
						713	00	07	37
						703	00	06	12
						704	00	01	49
						702	00	08	63
						696	00	04	68
						1181	00	05	36
						1180	00	06	36
						1179	00	05	57
						1178	00	04	64
						1175	00	02	27
						1171	00	02	26
						2637	00	01	61



(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
बोंगेरा-16	2655	00	02	20	बोंगेरा-16	2381	00	00	10
	2656	00	03	49		2367	00	00	10
	2660	00	07	79		2364	00	17	06
	2661	00	13	96		2365	00	05	46
	2662	00	07	69		2366	00	02	60
	2702	00	05	42		2361	00	00	23
	2701	00	09	01		2927	00	02	51
	2817	00	51	59		2563	00	00	10
	2820	00	00	10	लमडेगा-35	5034	00	06	35
	2819	00	10	52		5036	00	11	27
	2649	00	14	38		5037	00	06	84
	2639	00	00	56		5038	00	00	35
	2640	00	06	73		5039	00	06	64
	2641	00	07	96		5040	00	03	82
	2622	00	09	36		5042	00	13	14
	2621	00	00	68		5043	00	00	48
	2619	00	07	61		5059	00	07	97
	2560	00	01	32		5060	00	00	11
	2559	00	07	74		5058	00	01	25
	2507	00	01	05		5057	00	00	52
	2506	00	02	75		5062	00	01	27
	2505	00	02	32		5069	00	24	74
	2277	00	06	71		5195	00	01	21
	2502	00	06	11		5185	00	02	95
	2501	00	04	03		4971	00	11	38
	2888	00	23	96		4974	00	12	11
	2890	00	05	06		4976	00	00	87
	2891	00	09	67		4975	00	02	32
	2892	00	00	33		4970	00	01	15
	2893	00	12	54		4982	00	23	55
	2930	00	94	58		4989	00	20	07
	2929	00	02	67		4986	00	00	10
	2928	00	13	58		4985	00	03	52
	2508	01	10	57		4870	00	14	63
	2324	00	10	82		4860	00	32	27
	2318	00	00	10		4861	00	02	45
	2325	00	11	94		4862	00	01	59
	2327	00	02	78		4863	00	06	28
	2335	00	04	98		4859	00	14	43
	2338	00	02	55		4858	00	08	69
	2340	00	09	06		4838	00	08	28
	2345	00	11	00		4836	00	05	88
	2342	00	11	40		4833	00	05	52
	2382	00	01	49		4832	00	00	10
	2378	00	01	94		4799	00	21	26
	2379	00	06	99		4796	00	02	37

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
लमडेगा-35	4127	00	12	98	लमडेगा-37	657	00	01	26
	4129	00	03	27		656	00	04	30
	4126	00	04	96		654	00	06	39
	4132	00	05	87		664	00	05	22
	4137	00	13	88		665	00	03	03
	4136	00	04	03		724	00	07	65
	4138	00	02	45		723	00	05	17
	4147	00	07	48		719	00	20	78
	4148	00	01	77		667	00	02	45
	4150	00	03	07		721	00	00	10
	4149	00	11	00		720	00	08	75
	4082	00	01	42		717	00	03	21
	4081	00	05	48		714	00	08	98
	4079	00	03	77		712	00	06	99
	4078	00	09	15		758	00	04	74
	4080	00	04	38		808	00	02	46
	4089	00	02	00		806	00	11	12
	4077	00	03	34		805	00	11	37
	4076	00	00	49		769	00	07	22
	4060	00	07	37		775	00	05	59
	4059	00	09	21		799	00	00	90
	4057	00	05	05		777	00	01	29
	4052	00	04	05		776	00	01	46
	4054	00	01	75		779	00	23	75
	4055	00	02	27		1	00	27	97
	4035	00	01	06		129	00	09	74
	4151	00	00	10		127	00	01	08
	4056	00	00	44		56	00	00	10
लमडेगा-37	135	00	19	28		655	00	00	55
	131	00	10	49		669	00	00	51
	133	00	02	19		668	00	01	08
	130	00	06	30		673	00	03	26
	94	00	09	12		676	00	01	56
	95	00	02	06		675	00	00	10
	103	00	19	59		677	00	00	10
	104	00	04	44		759	00	05	95
	57	00	00	10		766	00	01	18
	106	00	01	64		807	00	01	08
	107	00	06	20		771	00	00	18
	1102	00	01	31		774	00	00	11
	647	00	02	16		760	00	00	10
	648	00	05	66		761	00	00	10
	645	00	00	51	हुट्टुआ-36	2306	00	05	63
	649	00	05	77		2305	00	12	69
	644	00	00	18		2307	00	09	24

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
हुट्टुआ-36	2303	00	26	80	हुट्टुआ-36	3070	00	00	10
	2746	00	02	55		3072	00	05	49
	2743	00	01	65		3075	00	01	06
	2744	00	02	30		3073	00	03	87
	2745	00	03	58		3074	00	00	65
	2736	00	07	67		3078	00	06	07
	2757	00	01	93		3077	00	00	36
	2756	00	00	79		3095	00	11	42
	2766	00	09	94		3080	00	04	58
	2758	00	00	42		3083	00	12	33
	2792	00	00	26		3082	00	00	10
	2767	00	12	50		2993	00	05	45
	2780	00	02	07		3407	00	18	95
	2781	00	02	22		2970	00	11	34
	2779	00	01	66		2967	00	06	33
	3308	00	07	23		2966	00	12	76
	3309	00	00	61		2959	00	08	57
	3307	00	02	03		2961	00	02	49
	3239	00	01	14		2957	00	08	84
	3240	00	01	14		2962	00	52	11
	3241	00	05	60	टंगिआ-63	402	00	05	26
	3143	00	03	50		667	00	01	22
	3226	00	03	22		406	00	19	04
	3244	00	02	93		403	00	04	96
	3225	00	06	49		404	00	01	13
	3223	00	01	04		405	00	02	73
	3245	00	01	91		407	00	04	64
	3224	00	06	12		663	00	07	91
	3220	00	06	93		441	00	68	91
	3247	00	02	18		423	00	04	03
	3216	00	02	68		424	00	02	62
	3217	00	00	30		426	00	00	65
	3215	00	11	08		437	00	01	65
	3213	00	02	14		427	00	06	53
	3214	00	00	51		428	00	01	21
	3212	00	01	71		2628	00	42	21
	3060	00	17	81		576	00	01	23
	3062	00	00	49		573	00	03	99
	3061	00	09	53		570	00	02	85
	3114	00	00	40		568	00	10	01
	3065	00	06	10		567	00	00	10
	3066	00	06	02		536	00	09	80
	3067	00	01	81		538	00	00	88
	3068	00	04	70		539	00	03	72
	3013	00	00	30		537	00	02	75
	3071	00	00	44		535	00	03	69

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
ढंगिआ-63	534	00	05	97	जलडेगा-64	3867	00	32	41
	1007	00	15	46		3848	00	02	52
	1008	00	00	15		3926	00	05	35
	1009	00	06	51		3844	00	16	64
	1011	00	10	45		3898	00	37	54
	1013	00	04	20		3895	00	13	11
	1082	00	04	37		3899	00	00	51
	1032	00	19	69		3901	00	01	35
	1031	00	01	47		3900	00	00	90
	1030	00	14	11		3905	00	21	94
	1141	00	02	33		3906	00	01	21
	1142	00	09	01		3851	00	00	10
	1146	00	04	17		2257	00	17	44
	1147	00	05	51		2256	00	05	75
	1149	00	00	10		2255	00	08	44
	1150	00	01	53		2250	00	01	22
	1156	00	15	15		1310	00	03	00
	1155	00	00	78		1314	00	04	17
	1154	00	09	46		1338	00	05	57
	1153	00	01	61		1312	00	03	19
	1161	00	35	35		1339	00	04	72
	1198	00	08	54		1340	00	09	04
	1197	00	06	80		1480	00	11	64
	1152	00	05	19		1341	00	05	42
	1207	00	03	58		1342	00	02	08
	1196	00	04	60		1345	00	00	52
	1211	00	04	48		1346	00	11	17
	1212	00	01	69		1354	00	03	21
	1260	00	00	54		1355	00	01	72
	1233	00	24	43		1356	00	01	37
	1232	00	00	14		1357	00	05	02
	1225	00	06	24		1358	00	00	16
	1224	00	07	88		1359	00	02	00
जलडेगा-64	3741	00	06	14		1381	00	28	42
	3742	00	03	30		1389	00	02	81
	3746	00	03	50		1388	00	02	92
	3747	00	01	06		1413	00	02	19
	3748	00	00	76		4250	00	18	20
	3762	00	07	32		1414	00	00	10
	3749	00	03	62		1415	00	03	40
	3753	00	05	33		1416	00	04	47
	3754	00	02	69		1418	00	00	73
	3755	00	09	07		1419	00	11	20
	3756	00	00	72		1420	00	03	68
	3757	00	20	53		1427	00	00	10
	3758	00	00	94		1421	00	01	03

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
जलडेगा-64	1422	00	03	77	पतिअम्बा-77	4359	00	00	80
	1426	00	01	93		4360	00	06	56
	1423	00	10	39		4361	00	09	91
	1424	00	03	21		4348	00	00	10
	1425	00	03	60		4347	00	00	94
	1478	00	12	66		4345	00	01	84
	1476	00	04	11		4346	00	01	34
	1475	00	06	82		4344	00	03	01
पतिअम्बा-77	1861	00	22	31		4343	00	01	02
	1863	00	02	34		4342	00	04	84
	1873	00	11	92		3894	00	00	89
	1878	00	01	53		3897	00	14	92
	1879	00	01	27		3898	00	00	50
	1920	00	03	57		3899	00	08	65
	1919	00	08	76		3896	00	00	10
	1877	00	02	33		3902	00	04	59
	1921	00	05	64		3913	00	08	99
	1960	00	05	64		3922	00	00	12
	1922	00	01	56		3895	00	00	89
	1961	00	32	98		3900	00	00	56
	2047	00	09	91		3912	00	07	16
	2048	00	01	93		3914	00	00	10
	2045	00	00	90		3960	00	16	66
	2083	00	03	48		3959	00	05	93
	2082	00	03	98		3941	00	01	49
	2081	00	12	89		3955	00	02	39
	2080	00	10	41		3946	00	28	16
	2107	00	13	10		3846	00	10	86
	2067	00	01	15		3848	00	02	75
	2106	00	22	75		3843	00	03	95
	2103	00	00	10		3845	00	03	87
	2105	00	13	70		3836	00	03	60
	2104	00	00	10		3833	00	03	52
	2204	00	04	23		3818	00	18	00
	2203	00	08	98		3820	00	10	18
	2122	00	14	67		3785	00	08	02
	2123	00	01	73		3787	00	08	62
	2124	00	02	77		3788	00	05	09
	2125	00	00	22		3789	00	01	59
	4368	00	01	29		3790	00	04	45
	4366	00	13	71		3791	00	02	91
	4364	00	11	92		3844	00	00	50
	4365	00	00	10		3834	00	01	87
	4363	00	02	13	किनिरकेला-79	89	00	22	23
	4357	00	07	29		90	00	14	62
	4358	00	05	59		91	00	01	62



(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
किनिरकेला-79	85	00	05	71	किनिरकेला-79	1098	00	00	55
	84	00	07	33		1100	00	07	04
	61	00	07	45		1105	00	11	78
	81	00	01	03		1106	00	19	42
	80	00	05	71		1107	00	02	14
	79	00	01	79		1108	00	20	31
	78	00	06	73		1115	00	00	10
	77	00	04	35		1114	00	08	15
	74	00	07	08		1113	00	10	90
	73	00	01	04		468	00	00	10
	72	00	03	59		470	00	00	10
	70	00	04	79		1104	00	00	13
	69	00	10	17	कारीमाटी-80	28	00	00	10
	68	00	08	24		29	00	09	95
	112	00	00	45		27	00	05	61
	338	00	02	83		23	00	09	36
	333	00	06	51		39	00	04	34
	337	00	00	35		41	00	03	35
	336	00	01	54		40	00	18	18
	388	00	09	22		42	00	00	10
	341	00	05	18		16	00	00	43
	386	00	08	61		44	00	11	05
	384	00	00	84		46	00	05	50
	385	00	01	60		45	00	03	21
	383	00	00	33		14	00	05	75
	382	00	02	06		64	00	11	73
	380	00	09	02		56	00	11	06
	374	00	29	73		57	00	00	65
	450	00	04	61		58	00	00	58
	449	00	03	05					
	476	00	03	30					
	477	00	03	25					
	473	00	03	48					
	478	00	00	10					
	472	00	02	01					
	471	00	00	18					
	479	00	06	69					
	467	00	10	43					
	506	00	00	22					
	509	00	00	17					
	510	00	10	56					
	514	00	07	69					
	513	00	03	10					
	512	00	11	16					
	525	00	00	10					
	1085	00	00	10					

[फा. सं. आर-25011/50/2010-ओ. आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 5th January, 2011

**S.O. 232.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a “Paradip—Sambalpur—Raipur—Ranchi Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Prem Chandra Verma, Competent Authority, Indian Oil Corporation Limited, Paradip—Sambalpur—Raipur—Ranchi Pipe Line Project, Ground floor, B-Block, Shahdeo Tower, P.P. Compound, Ranchi-834001 (Jharkhand).

**SCHEDULE**

Anchal : Jaldega District : Simdega State : Jharkhand

Name of the Village	Plot No.	Area		
		Hectare	Are	Sq. mtr
(1)	(2)	(3)	(4)	(5)
Dongapani-17	2191	00	33	22
	2188	00	01	88
	2077	00	01	32
	2079	00	45	36
	2075	00	00	10
	2074	00	01	29
	2068	00	81	31
	2062	00	02	99
	2056	00	01	25
	2055	00	04	69
	2057	00	00	10
	2041	00	31	21
	2043	00	04	82
	2025	00	03	40
	2023	00	14	32
	2019	00	09	88
	2028	00	03	78
	2029	00	14	52
	2033	00	12	00
	2030	00	02	00
	2031	00	02	59
	2018	00	07	14
	2017	00	00	23
Bongera-16	992	00	13	12
	973	00	04	16
	990	00	03	42
	988	00	05	26
	978	00	11	71
	979	00	00	40
	980	00	07	57
	955	00	15	74
	952	00	00	93
	953	00	02	61

(1)	(2)	(3)	(4)	(5)
Bongera-16	954	00	11	27
	951	00	01	17
	950	00	00	10
	949	00	01	84
	944	00	21	05
	859	00	07	02
	862	00	04	43
	860	00	11	50
	858	00	06	66
	853	00	34	82
	726	00	00	86
	727	00	06	92
	723	00	04	39
	718	00	08	21
	714	00	00	87
	713	00	07	37
	703	00	06	12
	704	00	01	49
	702	00	08	63
	696	00	04	68
	1181	00	05	36
	1180	00	06	36
	1179	00	05	57
	1178	00	04	64
	1175	00	02	27
	1171	00	02	26
	2637	00	01	61
	2655	00	02	20
	2656	00	03	49
	2660	00	07	79
	2661	00	13	96
	2662	00	07	69
	2702	00	05	42
	2701	00	09	01
	2817	00	51	59
	2820	00	00	10
	2819	00	10	52
	2649	00	14	38
	2639	00	00	56
	2640	00	06	73
	2641	00	07	96
	2622	00	09	36
	2621	00	00	68
	2619	00	07	61
	2560	00	01	32
	2559	00	07	74

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Bongera-16	2507	00	01	05	Lamdega-35	5057	00	00	52
	2506	00	02	75		5062	00	01	27
	2505	00	02	32		5069	00	24	74
	2277	00	06	71		5195	00	01	21
	2502	00	06	11		5185	00	02	95
	2501	00	04	03		4971	00	11	38
	2888	00	23	96		4974	00	12	11
	2890	00	05	06		4976	00	00	87
	2891	00	09	67		4975	00	02	32
	2892	00	00	33		4970	00	01	15
	2893	00	12	54		4982	00	23	55
	2930	00	94	58		4989	00	20	07
	2929	00	02	67		4986	00	00	10
	2928	00	13	58		4985	00	03	52
	2508	01	10	57		4870	00	14	63
	2324	00	10	82		4860	00	32	27
	2318	00	00	10		4861	00	02	45
	2325	00	11	94		4862	00	01	59
	2327	00	02	78		4863	00	06	28
	2335	00	04	98		4859	00	14	43
	2338	00	02	55		4858	00	08	69
	2340	00	09	06		4838	00	08	28
	2345	00	11	00		4836	00	05	88
	2342	00	11	40		4833	00	05	52
	2382	00	01	49		4832	00	00	10
	2378	00	01	94		4799	00	21	26
	2379	00	06	99		4796	00	02	37
	2381	00	00	10		4127	00	12	98
	2367	00	00	10		4129	00	03	27
	2364	00	17	06		4126	00	04	96
	2365	00	05	46		4132	00	05	87
	2366	00	02	60		4137	00	13	88
	2361	00	00	23		4136	00	04	03
	2927	00	02	51		4138	00	02	45
	2563	00	00	10		4147	00	07	48
Lamdega-35	5034	00	06	35		4148	00	01	77
	5036	00	11	27		4150	00	03	07
	5037	00	06	84		4149	00	11	00
	5038	00	00	35		4082	00	01	42
	5039	00	06	64		4081	00	05	48
	5040	00	03	82		4079	00	03	77
	5042	00	13	14		4078	00	09	15
	5043	00	00	48		4080	00	04	38
	5059	00	07	97		4089	00	02	00
	5060	00	00	11		4077	00	03	34
	5058	00	01	25		4076	00	00	49

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Lamdega-35	4060	00	07	37	Lamdega-37	799	00	00	90
	4059	00	09	21		777	00	01	29
	4057	00	05	05		776	00	01	46
	4052	00	04	05		779	00	23	75
	4054	00	01	75		1	00	27	97
	4055	00	02	27		129	00	09	74
	4035	00	01	06		127	00	01	08
	4151	00	00	10		56	00	00	10
	4056	00	00	44		655	00	00	55
Lamdega-37	135	00	19	28		669	00	00	51
	131	00	10	49		668	00	01	08
	133	00	02	19		673	00	03	26
	130	00	06	30		676	00	01	56
	94	00	09	12		675	00	00	10
	95	00	02	06		677	00	00	10
	103	00	19	59		759	00	05	95
	104	00	04	44		766	00	01	18
	57	00	00	10		807	00	01	08
	106	00	01	64		771	00	00	18
	107	00	06	20		774	00	00	11
	1102	00	01	31		760	00	00	10
	647	00	02	16		761	00	00	10
	648	00	05	66	Hututua-36	2306	00	05	63
	645	00	00	51		2305	00	12	69
	649	00	05	77		2307	00	09	24
	644	00	00	18		2303	00	26	80
	657	00	01	26		2746	00	02	55
	656	00	04	30		2743	00	01	65
	654	00	06	39		2744	00	02	30
	664	00	05	22		2745	00	03	58
	665	00	03	03		2736	00	07	67
	724	00	07	65		2757	00	01	93
	723	00	05	17		2756	00	00	79
	719	00	20	78		2766	00	09	94
	667	00	02	45		2758	00	00	42
	721	00	00	10		2792	00	00	26
	720	00	08	75		2767	00	12	50
	717	00	03	21		2780	00	02	07
	714	00	08	98		2781	00	02	22
	712	00	06	99		2779	00	01	66
	758	00	04	74		3308	00	07	23
	808	00	02	46		3309	00	00	61
	806	00	11	12		3307	00	02	03
	805	00	11	37		3239	00	01	14
	769	00	07	22		3240	00	01	14
	775	00	05	59		3241	00	05	60

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Hututua-36	3143	00	03	50	Tangia-63	402	00	05	26
	3226	00	03	22		667	00	01	22
	3244	00	02	93		406	00	19	04
	3225	00	06	49		403	00	04	96
	3223	00	01	04		404	00	01	13
	3245	00	01	91		405	00	02	73
	3224	00	06	12		407	00	04	64
	3220	00	06	93		663	00	07	91
	3247	00	02	18		441	00	68	91
	3216	00	02	68		423	00	04	03
	3217	00	00	30		424	00	02	62
	3215	00	11	08		426	00	00	65
	3213	00	02	14		437	00	01	65
	3214	00	00	51		427	00	06	53
	3212	00	01	71		428	00	01	21
	3060	00	17	81		2628	00	42	21
	3062	00	00	49		576	00	01	23
	3061	00	09	53		573	00	03	99
	3114	00	00	40		570	00	02	85
	3065	00	06	10		568	00	10	01
	3066	00	06	02		567	00	00	10
	3067	00	01	81		536	00	09	80
	3068	00	04	70		538	00	00	88
	3013	00	00	30		539	00	03	72
	3071	00	00	44		537	00	02	75
	3070	00	00	10		535	00	03	69
	3072	00	05	49		534	00	05	97
	3075	00	01	06		1007	00	15	46
	3073	00	03	87		1008	00	00	15
	3074	00	00	65		1009	00	06	51
	3078	00	06	07		1011	00	10	45
	3077	00	00	36		1013	00	04	20
	3095	00	11	42		1082	00	04	37
	3080	00	04	58		1032	00	19	69
	3083	00	12	33		1031	00	01	47
	3082	00	00	10		1030	00	14	11
	2993	00	05	45		1141	00	02	33
	3407	00	18	95		1142	00	09	01
	2970	00	11	34		1146	00	04	17
	2967	00	06	33		1147	00	05	51
	2966	00	12	76		1149	00	00	10
	2959	00	08	57		1150	00	01	53
	2961	00	02	49		1156	00	15	15
	2957	00	08	84		1155	00	00	78
	2962	00	52	11		1154	00	09	46
						1153	00	01	61



(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Tangia-63	1161	00	35	35	Jaldega-64	1339	00	04	72
	1198	00	08	54		1340	00	09	04
	1197	00	06	80		1480	00	11	64
	1152	00	05	19		1341	00	05	42
	1207	00	03	58		1342	00	02	08
	1196	00	04	60		1345	00	00	52
	1211	00	04	48		1346	00	11	17
	1212	00	01	69		1354	00	03	21
	1260	00	00	54		1355	00	01	72
	1233	00	24	43		1356	00	01	37
	1232	00	00	14		1357	00	05	02
	1225	00	06	24		1358	00	00	16
	1224	00	07	88		1359	00	02	00
Jaldega-64	3741	00	06	14		1381	00	28	42
	3742	00	03	30		1389	00	02	81
	3746	00	03	50		1388	00	02	92
	3747	00	01	06		1413	00	02	19
	3748	00	00	76		4250	00	18	20
	3762	00	07	32		1414	00	00	10
	3749	00	03	62		1415	00	03	40
	3753	00	05	33		1416	00	04	47
	3754	00	02	69		1418	00	00	73
	3755	00	09	07		1419	00	11	20
	3756	00	00	72		1420	00	03	68
	3757	00	20	53		1427	00	00	10
	3758	00	00	94		1421	00	01	03
	3867	00	32	41		1422	00	03	77
	3848	00	02	52		1426	00	01	93
	3926	00	05	35		1423	00	10	39
	3844	00	16	64		1424	00	03	21
	3898	00	37	54		1425	00	03	60
	3895	00	13	11		1478	00	12	66
	3899	00	00	51		1476	00	04	11
	3901	00	01	35		1475	00	06	82
	3900	00	00	90	Patiamba-77	1861	00	22	31
	3905	00	21	94		1863	00	02	34
	3906	00	01	21		1873	00	11	92
	3851	00	00	10		1878	00	01	53
	2257	00	17	44		1879	00	01	27
	2256	00	05	75		1920	00	03	57
	2255	00	08	44		1919	00	08	76
	2250	00	01	22		1877	00	02	33
	1310	00	03	00		1921	00	05	64
	1314	00	04	17		1960	00	05	64
	1338	00	05	57		1922	00	01	56
	1312	00	03	19		1961	00	32	98

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Patiamba-77	2047	00	09	91	Patiamba-77	3959	00	05	93
	2048	00	01	93		3941	00	01	49
	2045	00	00	90		3955	00	02	39
	2083	00	03	48		3946	00	28	16
	2082	00	03	98		3846	00	10	86
	2081	00	12	89		3848	00	02	75
	2080	00	10	41		3843	00	03	95
	2107	00	13	10		3845	00	03	87
	2067	00	01	15		3836	00	03	60
	2106	00	22	75		3833	00	03	52
	2103	00	00	10		3818	00	18	00
	2105	00	13	70		3820	00	10	18
	2104	00	00	10		3785	00	08	02
	2204	00	04	23		3787	00	08	62
	2203	00	08	98		3788	00	05	09
	2122	00	14	67		3789	00	01	59
	2123	00	01	73		3790	00	04	45
	2124	00	02	77		3791	00	02	91
	2125	00	00	22		3844	00	00	50
	4368	00	01	29		3834	00	01	87
	4366	00	13	71	Kinirkela-79	89	00	22	23
	4364	00	11	92		90	00	14	62
	4365	00	00	10		91	00	01	62
	4363	00	02	13		85	00	05	71
	4357	00	07	29		84	00	07	33
	4358	00	05	59		61	00	07	45
	4359	00	00	80		81	00	01	03
	4360	00	06	56		80	00	05	71
	4361	00	09	91		79	00	01	79
	4348	00	00	10		78	00	06	73
	4347	00	00	94		77	00	04	35
	4345	00	01	84		74	00	07	08
	4346	00	01	34		73	00	01	04
	4344	00	03	01		72	00	03	59
	4343	00	01	02		70	00	04	79
	4342	00	04	84		69	00	10	17
	3894	00	00	89		68	00	08	24
	3897	00	14	92		112	00	00	45
	3898	00	00	50		338	00	02	83
	3899	00	08	65		333	00	06	51
	3896	00	00	10		337	00	00	35
	3902	00	04	59		336	00	01	54
	3913	00	08	99		388	00	09	22
	3922	00	00	12		341	00	05	18
	3895	00	00	89		386	00	08	61
	3900	00	00	56		384	00	00	84
	3912	00	07	16		385	00	01	60
	3914	00	00	10		383	00	00	33
	3960	00	16	66		382	00	02	06
						380	00	09	02

(1)	(2)	(3)	(4)	(5)
Kinirkela-79	374	00	29	73
	450	00	04	61
	449	00	03	05
	476	00	03	30
	477	00	03	25
	473	00	03	48
	478	00	00	10
	472	00	02	01
	471	00	00	18
	479	00	06	69
	467	00	10	43
	506	00	00	22
	509	00	00	17
	510	00	10	56
	514	00	07	69
	513	00	03	10
	512	00	11	16
	525	00	00	10
	1085	00	00	10
	1098	00	00	55
	1100	00	07	04
	1105	00	11	78
	1106	00	19	42
	1107	00	02	14
	1108	00	20	31
	1115	00	00	10
	1114	00	08	15
	1113	00	10	90
	468	00	00	10
	470	00	00	10
	1104	00	00	13
Karimati-80	28	00	00	10
	29	00	09	95
	27	00	05	61
	23	00	09	36
	39	00	04	34
	41	00	03	35
	40	00	18	18
	42	00	00	10
	16	00	00	43
	44	00	11	05
	46	00	05	50
	45	00	03	21
	14	00	05	75
	64	00	11	73
	56	00	11	06
	57	00	00	65
	58	00	00	58

नई दिल्ली, 17 जनवरी, 2011

**का. आ. 233.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “पारादीप- सम्बलपुर- रायपुर-राँची पाइपलाइन” बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिनके नीचे पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए, उसमें उपयोग के अधिकार का अर्जन करने के संबंध में श्री प्रेम चन्द्र वर्मा, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, ग्राउंड फ्लोर, बी-ब्लॉक, शाहदेव टावर, पी. पी. कम्पाउन्ड, राँची-834001 (झारखंड) को लिखित रूप में आक्षेप भेज सकेगा।

**अनुसूची**

अंचल : बाना	जिला : सिमडेगा	राज्य : झारखण्ड		
गाँव का नाम	प्लॉट सं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)
छोटकेतुंगा-89	404	00	13	22
	203	00	06	50
	202	00	01	66
	204	00	05	31
	210	00	15	93
	211	00	01	38
	209	00	01	13
	212	00	09	71
	213	00	06	49
	217	00	05	58
	218	00	02	24
	238	00	00	45
	332	00	02	10
	380	00	05	41

[F. No. R-25011/50/2010-OR-1]

B. K. DATTA, Under Secy.

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
छोटकेतुंगा-89	377	00	04	73	कोनसोदे-88	1817	00	03	18
	379	00	02	26		1816	00	00	11
	378	00	00	48		1824	00	00	10
	381	00	00	10		1815	00	03	26
	375	00	15	75		1826	00	05	29
	456	00	06	02		1827	00	06	26
	457	00	05	40		1829	00	07	63
	460	00	01	52		1831	00	07	99
	458	00	00	73		1266	00	04	10
	459	00	06	77		1264	00	06	75
	454	00	05	25		1267	00	00	10
	466	00	02	06		1265	00	00	10
	479	00	08	78		603	00	00	31
	478	00	17	00		602	00	03	01
	472	00	16	34		601	00	03	54
कोनसोदे-88	1610	00	03	37		600	00	04	12
	1611	00	05	43		604	00	06	97
	1609	00	04	41		599	00	03	74
	1626	00	10	23		607	00	05	56
	1628	00	17	32		608	00	08	29
	1631	00	09	40		638	00	00	59
	1632	00	06	38		639	00	12	49
	1633	00	01	92		644	00	27	17
	1636	00	02	94		645	00	00	10
	1635	00	07	76		699	00	03	66
	1634	00	00	10		700	00	01	86
	1638	00	09	14		698	00	00	98
	1745	00	02	39		740	00	04	68
	1753	00	21	04		701	00	01	40
	1754	00	20	29		702	00	01	74
	1755	00	09	18		706	00	13	80
	1756	00	00	10		737	00	14	56
	1765	00	32	01		736	00	06	85
	1762	00	09	69		746	00	03	49
	1763	00	02	04		756	00	08	88
	1764	00	01	99		755	00	01	47
	1761	00	07	81		749	00	00	14
	1370	00	07	46		753	00	01	28
	1369	00	11	98		754	00	01	07
	1362	00	13	67		752	00	02	36
	1811	00	02	40		751	00	09	88
	1812	00	01	60		794	00	03	66
	1813	00	03	16		780	00	06	83
	1361	00	04	15		779	00	00	10
	1814	00	04	68		785	00	02	93
	1818	00	03	87		781	00	00	13

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
कोनसोदे-88	783	00	00	10	बिरता-91	1568	00	02	53
	784	00	03	88		1567	00	12	25
	790	00	10	36		1589	00	01	24
	791	00	01	40		1590	00	02	58
	814	00	05	46		1595	00	04	62
	815	00	03	27		1607	00	00	12
	813	00	06	01		1596	00	00	10
	810	00	08	47		1597	00	04	05
	808	00	01	73		1606	00	11	45
	809	00	09	17		1605	00	00	70
	807	00	17	08		1604	00	00	33
	786	00	00	10		1603	00	00	46
	703	00	00	10		1602	00	00	29
	787	00	00	16		1601	00	00	72
बिरता-91	2098	00	03	72		1680	00	03	17
	2099	00	00	15		1678	00	09	84
	2100	00	04	95		1639	00	06	77
	2103	00	10	55		1640	00	05	69
	2096	00	07	18		1641	00	02	84
	2105	00	03	31		1653	00	02	21
	2127	00	09	37		1650	00	02	55
	2128	00	02	88		1652	00	05	27
	1890	00	54	32		1655	00	02	77
	2129	00	07	89		1656	00	05	01
	2130	00	04	74		1657	00	05	43
	2133	00	01	92		520	00	03	24
	2136	00	03	97		518	00	09	86
	2139	00	01	42		519	00	03	90
	2137	00	01	57		528	00	06	74
	1891	00	08	29		516	00	00	30
	1817	00	07	49		517	00	01	44
	1816	00	01	52		499	00	04	84
	1818	00	00	86		500	00	00	73
	1819	00	04	68		498	00	05	15
	1838	00	00	88		497	00	00	32
	1820	00	01	51		501	00	03	27
	1821	00	04	70		478	00	03	05
	1823	00	16	52		495	00	04	36
	1826	00	02	74		494	00	00	29
	1518	00	31	33		1661	00	00	11
	1802	00	05	61	बोरोसेता-85	1850	00	02	99
	1801	00	00	25		1849	00	04	15
	1563	00	07	67		1848	00	05	27
	1564	00	00	36		1847	00	09	16
	1569	00	03	75		1846	00	02	88
	1570	00	01	06		1841	00	04	38

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
बोरोसेता-85	1840	00	01	44	बोरोसेता-85	578	00	16	19
	1838	00	01	65		583	00	00	10
	1837	00	05	29		580	00	12	46
	1810	00	07	72		590	00	00	93
	1809	00	02	61		598	00	11	50
	1808	00	01	60		599	00	15	38
	1807	00	05	17		602	00	10	33
	1778	00	20	00		606	00	03	61
	1805	00	01	20		609	00	05	03
	1804	00	05	43		604	00	00	14
	1774	00	01	42		605	00	08	60
	1775	00	13	34		640	00	08	03
	1773	00	02	14		639	00	01	73
	1708	00	01	98		638	00	07	15
	1698	00	02	55		652	00	00	69
	1697	00	18	76		644	00	02	85
	1701	00	00	43		651	00	07	96
	1703	00	03	84		650	00	11	35
	1704	00	03	57		649	00	02	32
	1705	00	02	60		732	00	17	92
	1562	00	01	02		731	00	01	44
	1606	00	10	39		733	00	07	64
	1596	00	09	09		734	00	10	22
	1590	00	02	13		728	00	06	31
	1589	00	03	06		741	00	00	58
	1588	00	01	96		719	00	00	50
	1565	00	07	89		718	00	19	48
	1577	00	01	18		708	00	00	92
	1576	00	09	35		709	00	02	39
	1575	00	01	15		703	00	01	21
	1574	00	04	49		702	00	04	86
	1573	00	00	39		699	00	02	17
	1570	00	01	26		710	00	00	35
	1572	00	00	55		698	00	01	80
	1571	00	03	61		687	00	00	32
	1277	00	07	94		696	00	03	85
	1280	00	02	39		692	00	03	23
	1281	00	00	10		691	00	02	48
	1499	00	08	11		83	00	00	80
	1282	00	00	98		84	00	00	44
	1283	00	10	07		86	00	03	94
	1132	00	06	69		85	00	03	54
	1131	00	02	22		89	00	03	42
	1130	00	06	66		90	00	06	99
	1129	00	00	97		91	00	05	37
	576	00	06	70		81	00	10	07



(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
बोरोसेता-85	17	00	07	33	केटका-83	1105	00	07	12
	16	00	06	95		1111	00	04	64
	1777	00	00	10		1031	00	00	13
सेमहातू-84	2504	00	07	19		1030	00	10	72
	2501	00	01	04		1024	00	00	10
	2499	00	03	25		1023	00	01	74
	2496	00	05	81		1029	00	02	69
	2493	00	00	70		1027	00	02	90
	2485	00	04	43		1025	00	00	83
	2492	00	05	86		1026	00	02	49
	2491	00	03	65		991	00	03	28
	2494	00	02	40		993	00	02	67
	2450	00	04	08		990	00	02	86
	2449	00	03	78		989	00	03	59
	2451	00	17	21		1128	00	00	10
	2429	00	00	32		986	00	02	14
	2453	00	02	10		988	00	02	53
	2391	00	10	65		983	00	06	02
	2427	00	02	96		987	00	00	22
	32	00	19	54		976	00	01	05
	35	00	03	38		974	00	10	82
	39	00	50	97		973	00	01	11
	41	00	03	59		972	00	02	30
	42	00	06	69		971	00	00	92
	43	00	04	30		970	00	02	85
	44	00	00	10		969	00	00	10
	45	00	03	94		942	00	00	94
	47	00	06	87		868	00	03	94
	46	00	04	96		869	00	03	11
	2500	00	05	70		870	00	09	20
केटका-83	1262	00	00	42		875	00	05	43
	1261	00	07	14		876	00	01	22
	1260	00	05	36		874	00	02	07
	1259	00	05	77		901	00	02	03
	1256	00	01	22		902	00	04	35
	1258	00	01	94		903	00	00	10
	1257	00	05	90		900	00	04	52
	1252	00	00	12		912	00	03	93
	1238	00	12	72		913	00	00	72
	1247	00	10	07		914	00	06	25
	1248	00	00	56		2101	00	01	10
	1245	00	06	82		2100	00	04	90
	1100	00	00	32		2106	00	01	35
	1101	00	15	20		2105	00	03	96
	1098	00	00	10		2097	00	03	75
	1097	00	00	13		2107	00	04	65

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
केटका-83	2108	00	02	02	केटका-83	388	00	00	92
	2110	00	13	33		390	00	08	86
	2104	00	00	43		393	00	01	17
	2090	00	00	10		391	00	01	53
	2089	00	04	62		392	00	02	91
	2152	00	02	42		394	00	00	14
	2153	00	00	97		378	00	10	33
	2155	00	00	87		377	00	00	26
	2154	00	10	27		364	00	01	37
	2168	00	04	98		363	00	02	81
	2169	00	04	05		362	00	00	10
	2171	00	02	27		365	00	02	89
	2184	00	01	02		366	00	01	87
	2172	00	08	05		368	00	01	43
	2174	00	00	10		367	00	07	85
	2175	00	05	96		370	00	02	71
	2177	00	02	25		337	00	02	87
	2178	00	01	07		338	00	26	86
	2179	00	01	23		331	00	04	35
	2621	00	00	18		2180	00	00	10
	2619	00	07	29		1265	00	00	10
	2620	00	00	10					
	2618	00	07	12					
	2228	00	14	58					
	2229	00	00	10					
	2259	00	17	48					
	2258	00	08	34					
	2257	00	08	65					
	2252	00	02	84					
	2251	00	09	60					
	2244	00	00	10					
	2246	00	09	60					
	2245	00	05	56					
	2298	00	01	54					
	2300	00	03	21					
	2301	00	03	89					
	2302	00	00	79					
	2304	00	00	10					
	2267	00	00	10					
	407	00	04	03					
	406	00	05	22					
	402	00	01	38					
	403	00	04	83					
	404	00	00	10					
	401	00	05	12					
	400	00	07	32					

[ फा. सं. आर-25011/1/2011-ओ. आर.-1 ]

बी. के. दत्ता, अवर सचिव

New Delhi, the 17th January, 2011

**S.O. 233.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a “Paradip—Sambalpur—Raipur—Ranchi Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Prem Chandra Verma, Competent Authority, Indian Oil Corporation Limited Paradip—Sambalpur—Raipur—Ranchi Pipe Line Project, Ground floor, B-Block, Shahdeo Tower, P.P. Compound, Ranchi-834001 (Jharkhand)

SCHEDULE					(1)	(2)	(3)	(4)	(5)
Anchal : Bano District : Simdega State : Jharkhand					Konsode-88	1753	00	21	04
Name of the Village	Plot No.	Area				1754	00	20	29
		Hectare	Are	Sq. mtr		1755	00	09	18
(1)	(2)	(3)	(4)	(5)		1756	00	00	10
Chhotketunga-89	404	00	13	22		1765	00	32	01
	203	00	06	50		1762	00	09	69
	202	00	01	66		1763	00	02	04
	204	00	05	31		1764	00	01	99
	210	00	15	93		1761	00	07	81
	211	00	01	38		1370	00	07	46
	209	00	01	13		1369	00	11	98
	212	00	09	71		1362	00	13	67
	213	00	06	49		1811	00	02	40
	217	00	05	58		1812	00	01	60
	218	00	02	24		1813	00	03	16
	238	00	00	45		1361	00	04	15
	332	00	02	10		1814	00	04	68
	380	00	05	41		1818	00	03	87
	377	00	04	73		1817	00	03	18
	379	00	02	26		1816	00	00	11
	378	00	00	48		1824	00	00	10
	381	00	00	10		1815	00	03	26
	375	00	15	75		1826	00	05	29
	456	00	06	02		1827	00	06	26
	457	00	05	40		1829	00	07	63
	460	00	01	52		1831	00	07	99
	458	00	00	73		1266	00	04	10
	459	00	06	77		1264	00	06	75
	454	00	05	25		1267	00	00	10
	466	00	02	06		1265	00	00	10
	479	00	08	78		603	00	00	31
	478	00	17	00		602	00	03	01
	472	00	16	34		601	00	03	54
Konsode-88	1610	00	03	37		600	00	04	12
	1611	00	05	43		604	00	06	97
	1609	00	04	41		599	00	03	74
	1626	00	10	23		607	00	05	56
	1628	00	17	32		608	00	08	29
	1631	00	09	40		638	00	00	59
	1632	00	06	38		639	00	12	49
	1633	00	01	92		644	00	27	17
	1636	00	02	94		645	00	00	10
	1635	00	07	76		699	00	03	66
	1634	00	00	10		700	00	01	86
	1638	00	09	14		698	00	00	98
	1745	00	02	39		740	00	04	68

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Konsode-88	701	00	01	40	Birta-91	2137	00	01	57
	702	00	01	74		1891	00	08	29
	706	00	13	80		1817	00	07	49
	737	00	14	56		1816	00	01	52
	736	00	06	85		1818	00	00	86
	746	00	03	49		1819	00	04	68
	756	00	08	88		1838	00	00	88
	755	00	01	47		1820	00	01	51
	749	00	00	14		1821	00	04	70
	753	00	01	28		1823	00	16	52
	754	00	01	07		1826	00	02	74
	752	00	02	36		1518	00	31	33
	751	00	09	88		1802	00	05	61
	794	00	03	66		1801	00	00	25
	780	00	06	83		1563	00	07	67
	779	00	00	10		1564	00	00	36
	785	00	02	93		1569	00	03	75
	781	00	00	13		1570	00	01	06
	783	00	00	10		1568	00	02	53
	784	00	03	88		1567	00	12	25
	790	00	10	36		1589	00	01	24
	791	00	01	40		1590	00	02	58
	814	00	05	46		1595	00	04	62
	815	00	03	27		1607	00	00	12
	813	00	06	01		1596	00	00	10
	810	00	08	47		1597	00	04	05
	808	00	01	73		1606	00	11	45
	809	00	09	17		1605	00	00	70
	807	00	17	08		1604	00	00	33
	786	00	00	10		1603	00	00	46
	703	00	00	10		1602	00	00	29
Birta-91	787	00	00	16		1601	00	00	72
	2098	00	03	72		1680	00	03	17
	2099	00	00	15		1678	00	09	84
	2100	00	04	95		1639	00	06	77
	2103	00	10	55		1640	00	05	69
	2096	00	07	18		1641	00	02	84
	2105	00	03	31		1653	00	02	21
	2127	00	09	37		1650	00	02	55
	2128	00	02	88		1652	00	05	27
	1890	00	54	32		1655	00	02	77
	2129	00	07	89		1656	00	05	01
	2130	00	04	74		1657	00	05	43
	2133	00	01	92		520	00	03	24
	2136	00	03	97		518	00	09	86
	2139	00	01	42		519	00	03	90

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Birta-91	528	00	06	74	Boroseta-85	1576	00	09	35
	516	00	00	30		1575	00	01	15
	517	00	01	44		1574	00	04	49
	499	00	04	84		1573	00	00	39
	500	00	00	73		1570	00	01	26
	498	00	05	15		1572	00	00	55
	497	00	00	32		1571	00	03	61
	501	00	03	27		1277	00	07	94
	478	00	03	05		1280	00	02	39
	495	00	04	36		1281	00	00	10
	494	00	00	29		1499	00	08	11
	1661	00	00	11		1282	00	00	98
Boroseta-85	1850	00	02	99		1283	00	10	07
	1849	00	04	15		1132	00	06	69
	1848	00	05	27		1131	00	02	22
	1847	00	09	16		1130	00	06	66
	1846	00	02	88		1129	00	00	97
	1841	00	04	38		576	00	06	70
	1840	00	01	44		578	00	16	19
	1838	00	01	65		583	00	00	10
	1837	00	05	29		580	00	12	46
	1810	00	07	72		590	00	00	93
	1809	00	02	61		598	00	11	50
	1808	00	01	60		599	00	15	38
	1807	00	05	17		602	00	10	33
	1778	00	20	00		606	00	03	61
	1805	00	01	20		609	00	05	03
	1804	00	05	43		604	00	00	14
	1774	00	01	42		605	00	08	60
	1775	00	13	34		640	00	08	03
	1773	00	02	14		639	00	01	73
	1708	00	01	98		638	00	07	15
	1698	00	02	55		652	00	00	69
	1697	00	18	76		644	00	02	85
	1701	00	00	43		651	00	07	96
	1703	00	03	84		650	00	11	35
	1704	00	03	57		649	00	02	32
	1705	00	02	60		732	00	17	92
	1562	00	01	02		731	00	01	44
	1606	00	10	39		733	00	07	64
	1596	00	09	09		734	00	10	22
	1590	00	02	13		728	00	06	31
	1589	00	03	06		741	00	00	58
	1588	00	01	96		719	00	00	50
	1565	00	07	89		718	00	19	48
	1577	00	01	18		708	00	00	92

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Boroseta-85	709	00	02	39	Semhatu-84	46	00	04	96
	703	00	01	21		2500	00	05	70
	702	00	04	86	Ketka-83	1262	00	00	42
	699	00	02	17		1261	00	07	14
	710	00	00	35		1260	00	05	36
	698	00	01	80		1259	00	05	77
	687	00	00	32		1256	00	01	22
	696	00	03	85		1258	00	01	94
	692	00	03	23		1257	00	05	90
	691	00	02	48		1252	00	00	12
	83	00	00	80		1238	00	12	72
	84	00	00	44		1247	00	10	07
	86	00	03	94		1248	00	00	56
	85	00	03	54		1245	00	06	82
	89	00	03	42		1100	00	00	32
	90	00	06	99		1101	00	15	20
	91	00	05	37		1098	00	00	10
	81	00	10	07		1097	00	00	13
	17	00	07	33		1105	00	07	12
	16	00	06	95		1111	00	04	64
	1777	00	00	10		1031	00	00	13
Semhatu-84	2504	00	07	19		1030	00	10	72
	2501	00	01	04		1024	00	00	10
	2499	00	03	25		1023	00	01	74
	2496	00	05	81		1029	00	02	69
	2493	00	00	70		1027	00	02	90
	2485	00	04	43		1025	00	00	83
	2492	00	05	86		1026	00	02	49
	2491	00	03	65		991	00	03	28
	2494	00	02	40		993	00	02	67
	2450	00	04	08		990	00	02	86
	2449	00	03	78		989	00	03	59
	2451	00	17	21		1128	00	00	10
	2429	00	00	32		986	00	02	14
	2453	00	02	10		988	00	02	53
	2391	00	10	65		983	00	06	02
	2427	00	02	96		987	00	00	22
	32	00	19	54		976	00	01	05
	35	00	03	38		974	00	10	82
	39	00	50	97		973	00	01	11
	41	00	03	59		972	00	02	30
	42	00	06	69		971	00	00	92
	43	00	04	30		970	00	02	85
	44	00	00	10		969	00	00	10
	45	00	03	94		942	00	00	94
	47	00	06	87		868	00	03	94
						869	00	03	11



(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
Ketka-83	870	00	09	20	Ketka-83	2244	00	00	10
	875	00	05	43		2246	00	09	60
	876	00	01	22		2245	00	05	56
	874	00	02	07		2298	00	01	54
	901	00	02	03		2300	00	03	21
	902	00	04	35		2301	00	03	89
	903	00	00	10		2302	00	00	79
	900	00	04	52		2304	00	00	10
	912	00	03	93		2267	00	00	10
	913	00	00	72		407	00	04	03
	914	00	06	25		406	00	05	22
	2101	00	01	10		402	00	01	38
	2100	00	04	90		403	00	04	83
	2106	00	01	35		404	00	00	10
	2105	00	03	96		401	00	05	12
	2097	00	03	75		400	00	07	32
	2107	00	04	65		388	00	00	92
	2108	00	02	02		390	00	08	86
	2110	00	13	33		393	00	01	17
	2104	00	00	43		391	00	01	53
	2090	00	00	10		392	00	02	91
	2089	00	04	62		394	00	00	14
	2152	00	02	42		378	00	10	33
	2153	00	00	97		377	00	00	26
	2155	00	00	87		364	00	01	37
	2154	00	10	27		363	00	02	81
	2168	00	04	98		362	00	00	10
	2169	00	04	05		365	00	02	89
	2171	00	02	27		366	00	01	87
	2184	00	01	02		368	00	01	43
	2172	00	08	05		367	00	07	85
	2174	00	00	10		370	00	02	71
	2175	00	05	96		337	00	02	87
	2177	00	02	25		338	00	26	86
	2178	00	01	07		331	00	04	35
	2179	00	01	23		2180	00	00	10
	2621	00	00	18		1265	00	00	10
	2619	00	07	29					
	2620	00	00	10					
	2618	00	07	12					
	2228	00	14	58					
	2229	00	00	10					
	2259	00	17	48					
	2258	00	08	34					
	2257	00	08	65					
	2252	00	02	84					
	2251	00	09	60					

[F. No. R-25011/1/2010-OR-1]

B. K. DATTA, Under Secy.

नई दिल्ली, 17 जनवरी, 2011

**का. आ. 234.**—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में सलाया से उत्तर प्रदेश राज्य में मथुरा तक पेट्रोलियम क्रूड के परिवहन के लिए “सलाया-मथुरा पाइपलाइन के अन्तर्गत डी-बॉटलनेकिंग परियोजना” के कार्यान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि से हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनसाधारण को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री भीम सिंह, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पाइपलाइन प्रभाग, 33 मुक्तानंद नगर, गोपालपुरा बाईपास, जयपुर-302018 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

### अनुसूची

तहसील : सोजत	जिला : पाली	राज्य : राजस्थान		
गाव का नाम	खसरा सं.	क्षेत्रफल		
		हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)
1. बगड़ी	5062 (सरकारी भूमि)	00	49	00
	5061	00	20	00
	5061/5208	00	10	40
	5053 (सरकारी भूमि)	00	01	50
	5039	00	54	70
	5038	00	22	70
	5035	00	38	80
	5033 (सा.नि.वि.)	00	02	60
	5028	00	09	60
	4885	00	33	70
	4881	00	14	40
	4886	00	01	30
	5011	00	22	20
	5012 (सरकारी भूमि)	00	07	20
	5010	00	00	50
	5019	00	00	20
	5005	00	47	90
	4930	00	15	80
	4923	00	00	50
	4924	00	00	60
	4920	00	13	60
	4917	00	08	60

(1)	(2)	(3)	(4)	(5)
2. पिपलाद	780 (सरकारी भूमि)	00	08	90
	776	00	09	80
	532 (सरकारी भूमि)	00	00	80
	509	00	09	60
	513	00	01	20
	514	00	07	80
	515	00	00	20
	517	00	06	00
	519	00	00	20
	516	00	00	80
	520	00	08	60
	521	00	00	40
	500	00	10	10
	368	00	11	50
	370	00	03	20
	367	00	03	10
	366	00	02	50
	365	00	02	40
	364	00	01	40
	361	00	02	30
	362	00	05	20
	363	00	01	60
	359	00	03	70
	358	00	10	30
	357	00	04	40
	356	00	07	70
	354	00	09	50
	323 (सरकारी भूमि)	00	04	40
	295	00	07	30
	296	00	13	80
	298	00	00	20
	299	00	05	00
	307	00	11	00
	197 (सरकारी भूमि)	00	02	50
	122	00	27	60
	123	00	23	60
	106	00	11	80
	107	00	14	00
	108 (सरकारी भूमि)	00	06	00
3. केलवाद	48	00	10	50
	45	00	10	60
	44	00	00	70
	14	00	24	10
	17 (सरकारी भूमि)	00	04	50
	42	00	15	10

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. केलवाद	24	00	14	90	5. सिंगपुरा	401	00	03	90
	4	00	10	60		401/697	00	10	00
	28	00	31	90		400	00	06	30
	83 (सरकारी भूमि)	00	02	90		397 (सरकारी भूमि)	00	04	40
	103	00	06	80		396 (सरकारी भूमि)	00	24	10
	110	00	15	40		395	00	02	10
4. देवली हुल्ला	89 (सरकारी भूमि)	00	00	40		33 (सरकारी भूमि)	00	01	80
	88	00	30	80		412 (सरकारी भूमि)	00	16	50
	137 (सरकारी भूमि)	00	01	00		417	00	08	00
	168	00	27	90		418	00	12	90
	166	00	01	90		419	00	22	50
	167	00	00	20		432	00	21	00
	161	00	07	00		436	00	27	90
	158	00	15	30		441	00	08	90
	156	00	07	60		444	00	24	40
	155	00	06	10		445 (सरकारी भूमि)	00	07	20
	209	00	21	50		446	00	10	40
	215	00	15	80		448	00	06	70
	216	00	01	10		563 (सरकारी भूमि)	00	66	70
	217	00	08	90		563/694	00	08	30
	214	00	00	20		562	00	24	80
	235	00	07	00		561	00	00	90
	313	00	08	70		558	00	02	90
	319	00	12	10		557 (सरकारी भूमि)	00	12	30
	325	00	10	10		557/577 (सरकारी भूमि)	00	02	90
	326	00	09	20	6. रायंरा कलां	327 (सरकारी भूमि)	00	00	20
	341 (सा.नि.वि.)	00	02	10		326	00	20	60
	418	00	03	10		323 (सरकारी भूमि)	00	00	80
	418/1	00	06	40		324	00	04	70
	417	00	13	00		321 (सरकारी भूमि)	00	00	50
	416/876	00	02	80		21	00	01	30
	416	00	02	50		19	00	00	20
	407	00	04	70		18	00	01	10
	406	00	02	00		14	00	02	10
	402	00	11	50		20	00	02	40
	401	00	00	80		10	00	10	10
	377 (सरकारी भूमि)	01	85	40		8	00	01	10
	602	00	00	20		3	00	14	40
	603 (ग्राम पंचायत भूमि)	00	63	80		2	00	07	80
						1	00	03	40
5. सिंगपुरा	27 (सरकारी भूमि)	00	72	90	[ फा. सं. आर-25011/2/2011-ओआर-1 ]				
	27/696	00	12	20	बी. के. दत्ता, अवर सचिव				
	28 (सरकारी भूमि)	00	11	70	New Delhi, the 17th January, 2011				
	27/687	00	15	20	<b>S.O. 234.</b> —Whereas, it appears to the Central Government,				
	37 (सरकारी भूमि)	00	03	90	that it is necessary in the public interest that for the				
	402 (सरकारी भूमि)	00	04	80	transportation of petroleum crude a pipeline from Salaya in				

the State of Gujarat to Mathura in the State of Uttar Pradesh, (Under Salaya-Mathura Pipeline De-bottlenecking Project) Should be laid by the Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land, to Shri Bhim Singh, Competent Authority, Indian Oil Corporation Limited (Pipeline Division), 33, Muktanand Nagar, Gopalpura Bypass, Jaipur, -302018 (Rajasthan).

#### SCHEDULE

Tehsil : Sojat District : Pali State : Rajasthan

Sl. No.	Name of the Village	Khasra No.	Area		
			Hectare	Are	Sq. Mtr
(1)	(2)	(3)	(4)	(5)	(6)
1.	Bagri	5062(Govt. Land)	00	49	00
		5061	00	20	00
		5061/5208	00	10	40
		5053(Govt. Land)	00	01	50
		5039	00	54	70
		5038	00	22	70
		5035	00	38	80
		5033(P.W.D.)	00	02	60
		5028	00	09	60
		4885	00	33	70
		4881	00	14	40
		4886	00	01	30
		5011	00	22	20
		5012(Govt. Land)	00	07	20
		5010	00	00	50
		5019	00	00	20
		5005	00	47	90
		4930	00	15	80
		4923	00	00	50
		4924	00	00	60
		4920	00	13	60
		4917	00	08	60

(1)	(2)	(3)	(4)	(5)
2. Piplad	780(Govt. Land)	00	08	90
	776	00	09	80
	532(Govt. Land)	00	00	80
	509	00	09	60
	513	00	01	20
	514	00	07	80
	515	00	00	20
	517	00	06	00
	519	00	00	20
	516	00	00	80
	520	00	08	60
	521	00	00	40
	500	00	10	10
	368	00	11	50
	370	00	03	20
	367	00	03	10
	366	00	02	50
	365	00	02	40
	364	00	01	40
	361	00	02	30
	362	00	05	20
	363	00	01	60
	359	00	03	70
	358	00	10	30
	357	00	04	40
	356	00	07	70
	354	00	09	50
	323(Govt. Land)	00	04	40
	295	00	07	30
	296	00	13	80
	298	00	00	20
	299	00	05	00
	307	00	11	00
	197(Govt. Land)	00	02	50
	122	00	27	60
	123	00	23	60
	106	00	11	80
	107	00	14	00
	108(Govt. Land)	00	06	00
	3. Kelwad	48	00	10
45		00	10	60
44		00	00	70
14		00	24	10
17(Govt. Land)		00	04	50
42		00	15	10
24		00	14	90

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. Kelwad	4	00	10	60	5. Singpura	402(Govt. Land)	00	04	80
	28	00	31	90		401	00	03	90
	83(Govt. Land)	00	02	90		401/697	00	10	00
	103	00	06	80		400	00	06	30
	110	00	15	40		397(Govt. Land)	00	04	40
4. Devli Hulla	89(Govt. land)	00	00	40		396(Govt. Land)	00	24	10
	88	00	30	80		395	00	02	10
	137(Govt. land)	00	01	00		33(Govt. Land)	00	01	80
	168	00	27	90		412(Govt. Land)	00	16	50
	166	00	01	90		417	00	08	00
	167	00	00	20		418	00	12	90
	161	00	07	00		419	00	22	50
	158	00	15	30		432	00	21	00
	156	00	07	60		436	00	27	90
	155	00	06	10		441	00	08	90
	209	00	21	50		444	00	24	40
	215	00	15	80		445(Govt. Land)	00	07	20
	216	00	01	10		446	00	10	40
	217	00	08	90		448	00	06	70
	214	00	00	20		563(Govt. Land)	00	66	70
	235	00	07	00		563/694	00	08	30
	313	00	08	70		562	00	24	80
	319	00	12	10		561	00	00	90
	325	00	10	10		558	00	02	90
	326	00	09	20		557(Govt. Land)	00	12	30
	341 (P.W.D)	00	02	10		557/577(Govt. Land)	00	02	90
	418	00	03	10	6. Rayla Kalan	327(Govt. Land)	00	00	20
	418/1	00	06	40		326	00	20	60
	417	00	13	00		323(Govt. Land)	00	00	80
	416/876	00	02	80		324	00	04	70
	416	00	02	50		321 (Govt. Land)	00	00	50
	407	00	04	70		21	00	01	30
	406	00	02	00		19	00	00	20
	402	00	11	50		18	00	01	10
	401	00	00	80		14	00	02	10
	377(Govt. Land)	01	85	40		20	00	02	40
	602	00	00	20		10	00	10	10
	603(Gram Panchayat Land)	00	63	80		8	00	01	10
5. Singpura	27(Govt. Land)	00	72	90		3	00	14	40
	27/696	00	12	20		2	00	07	80
	28(Govt. Land)	00	11	70		1	00	03	40
	27/687	00	15	20					
	37(Govt. Land)	00	03	90					

[F. No. R-25011/2/2011-OR-1]

B. K. DATTA, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 27 दिसम्बर, 2010

**का.आ. 235.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 187/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2010 को प्राप्त हुआ था।

[सं. एल-40025/7/2010-आईआर(डी यू)]

रमेश सिंह, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 27th December, 2010

**S.O. 235.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 187/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 27-12-2010.

[No. L-40025/7/2010-IR (DU)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT  
HYDERABAD**

**PRESENT:-** SHRIVED PRAKASH GAUR,  
Presiding Officer.

Dated the 23rd day of November, 2010

**INDUSTRIAL DISPUTE L.C. No. 187/2002****Between:**

Sri B. Eresh,  
S/o. B. Veeranna,  
C/o M/s. B.S.A. Satyanarayana,  
H.No. 2-2-1121/3/E, Nallakunata,  
Hyderabad - 500 044.

....Petitioner

AND

1. The General Manager,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur- 515 055.
2. The T.D.M.,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur - 515 055. ....Respondents

**APPEARANCES:**

For the Petitioner : M/s. B.S.A. Satyanarayana K.  
Venkateswara Rao & V. G. Raju,  
Advocates.

For the Respondent : Sri R.S. Murthy, Advocate.

**AWARD**

This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-95 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Sri B. Eresh, workman has filed this petition u/s 2A(2) of the Industrial Disputes Act, 1947 to declare his retrenchment/dismissal from service dated 31-3-2002 as illegal and invalid with request to reinstate him in the same post with all consequential service benefits.

3. It has been stated in the claim petition that the Petitioner was initially appointed as casual mazdoor in the office of G.M., Telecom district, Ananthapur on 1-4-1993 and worked up to 15-2-95. Again he was reengaged w.e.f. 1-7-96 and he worked up to 31-3-2002. However, the services of Petitioner were retrenched without complying the mandatory provisions of Sec. 25F and 25G of the Industrial Disputes Act, 1947 on 31-3-2002. Petitioner filed departmental appeal No. 652/96 which was disposed off on 13-6-1996. He was paid pro-rata wages @ 1/30th of every month pay and allowances payable to a Gr. D. employee. He was paid an amount of Rs. 1630 as arrears vide letter dated 22-5-2001. Petitioner was reengaged from 1996 up to 1999. But, in order to create artificial breaks, the services of this Petitioner were disengaged and he was later on reengaged as casual labour. It has been stated that the Petitioner has worked for more than 240 days in every year since 1996 onwards up to 31-3-2002 and has become entitled to be regularized as departmental employee Gr. D with all consequential benefits. In support of his claim, the Petitioner has submitted copies of payment voucher and copy of the judgement of Hon'ble C.A.T., Hyderabad in OA No. 652/96 dated 13-6-96 and copy of the letter No. TY. Advance/SDE(PR)/2001-02, dated 22-5-2001 along with a statement of duty particulars for the years pertaining to 1993 and 1999. For rest of the years the duty particulars is not being filed because the Respondent has not maintained record of the duty particulars. The services of the Petitioner were retrenched w.e.f. 1-4-2002 without any notice or without compensation, as such, the action of Respondent is neither legal nor valid and is liable to be quashed.

4. Respondent has filed their counter statement. It has been stated that due to absenteeism of regular employee and ban on filling of the Group 'D' posts and meeting emergent situations casual labour were engaged on daily wages and their continuance was dependent on the availability of the work including the urgency hence,



engagement for more than 240 days is irrelevant. The engagement of a workman for extending 240 days on daily wage basis do not confer any right for continuity and regularization in the service. The provision of Sec. 25F are not applicable in the present case. Petitioner filed departmental appeal No. 652/96 which was disposed off on 13-6-1996. The same was disposed off with direction to reengage in future if the work is available. The Petitioner again filed OA No. 143/2001 which was disposed off on 12-6-2001 with direction to pay minimum wages of 1/30th and to consider for grant of temporary status. The said direction was implemented by paying him Rs. 1630 but granting temporary status could not be allowed as there was no scope to grant temporary status. There is no scope either for engagement or for grant of temporary status under the scheme. It was one time settlement for person who has been in service in 1986. There is total ban on engagement of casual labours vide D.O.T. order O.M. No. 269-4/93-STN (Pt.) dated 12-2-99 and subsequently amended D.O.T. Memo. Even No. dated 12-1-1999 the hiring of labourers for not more than 30 days at a time and not extending 100 days in a year. The petition has got no merit and deserves to be dismissed.

5. Both the parties were directed to produce their evidence. The Petitioner has filed Xerox copy of the enhanced amount in view of the judgement. Xerox copy of the order of the Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 652/96 dated 13-6-96 between Sri B. Eresh and Telecom District Manager, Ananathapur. Xerox copy of letter No. TY. Advance/SDE(PR)/2001-02, dated 22-5-2001 for making advance payment to favour casual workers in which name of B. Eresh does not find place. Apart from the above documentary evidence, Petitioner B. Eresh has filed his affidavit. He has been cross-examined by the Respondent. In his cross-examination he has stated that his name is Eresh and department has his name as Veeresh, that is why he did not get any difference in wages. Workman has further filed affidavit of Sri B. Abdul Khader as WW2 who and also produced affidavit of Sri K. Ravindra as WW3 but they were not cross-examined.

6. Respondent has filed affidavit of Sri G.V.R. Setty and Sri C. Suryachandra Rao, A.G.M.(Legal) in support of the contentions raised by the Respondents. Respondent has also filed affidavit of Sri B. Jayapala Sarma, who has sworn in oath and has stated that as per available record of the Petitioner with the Respondent management, the Petitioner was engaged intermittently, due to ban on filling up of Group 'D' posts and due to absence or leave of Group 'D' staff.

7. I have heard the counsels of both the parties and I have also gone through the evidence available on the record. Learned Counsel for the Respondent has filed written arguments.

8. It has been argued by Learned Counsel for the Respondent that the Petitioner has stated that he worked since 1996 up to 31-3-2002, but he has not been able to produce a single document to prove that he has worked from 1996 up to 31-3-2002 regularly and without any break. Not only that the Petitioner has not been able to prove that he was recruited or appointed after following the recruitment procedure. He has not been able to prove that he has completed or he has worked for 240 days in a year prior to his disengagement or that he was legally and rightly appointed after following the recruitment procedure as such, he can not be regularized in the service even if he worked as a daily wage or casual labour in the department for more than 240 days. He has further argued that Hon'ble Supreme Court in a very recent judgment in the case of Bharat Sanchar Nigam Ltd., Jammu Vs. Teja Singh relating to the Civil Appeal No. 292/2009 has expressed his opinion that a casual rate or daily rate worker if not appointed following the recruitment procedure who has worked for 240 days even then, he is not entitled for absorption or regularization in the service. I have considered this argument of Learned Counsel for the Respondent in the light of the recent judgement of the Hon'ble Supreme Court passed in C.A. No. 292/2009.

9. It is to be considered whether the Petitioner workman of this case was appointed following the procedure of recruitment or not. In his own cross-examination WW1 Sri B. Eresh has stated that he was not given any appointment order. He was available on call and was given work from 1-4-1993. He further stated that he used to go for work due to poverty. One Sri Surya Prasad, S.D.E., kept him who is dead now. He was paid Rs. 30 per day. He worked till 31-3-2002. He has admitted that he was given intermittent breaks, that is why he has approached Hon'ble Central Administrative Tribunal. Further, he has stated that he do not have any document to prove that he worked from 1996 to 31-3-2002. This shows that the Petitioner neither appeared for any interview nor any recruitment procedure was carried out by the department nor the Petitioner applied for the post nor appeared for any examination and was selected for the alleged post. The same way WW2 who is said to be the Section Supervisor of the Telecom department has stated that casual labour were working in the general section and the wage amount was paid through voucher. There may be some break in engaging casual labourers. He can not state the name of the person engaged from 1996 to 2002 or thereafter. He can not say from which period to which period the casual labour has worked in the department. He has further stated that the labourers in his affidavit used to work on rotation whenever there was work available with management. No appointment letter was given to the casual labourers. This shows that even though the casual labourers were engaged in the department, they were engaged whenever there was work. WW2 has not been able to state that Petitioner has worked continuously

from 1996 to 2002. He has stated that the casual labours were engaged on rotation basis. This prove that whenever the work was available the casual labour were engaged without any appointment order letter or without any recruitment process. Same way WW3 has stated that whenever Group 'D' employees are absent casual labour were used to work for 5 to 6 years in that seat, inspite of the ban, casual labour were engaged. He knows that if casual labour is engaged after the circular of ban, the person concerned is liable for disciplinary action. No casual labour has worked in his section previously one Sri Siva Kumar used to work in his section. Whether Sri B. Eresh has worked in his section or he has seen Sri B. Eresh working in his section has not been stated by the witnesses. This proves that though the workman has worked for some days in the department of telecommunications he was neither recruited through the recruitment procedure nor he was engaged for continuous period. The documents filed by the Petitioner workman shows that he has worked for nil days, no document has been filed thereafter. This prove that Petitioner has not been working for more than 240 days in a year preceding date of his retrenchment nor he has been able to prove that he was recruited through legal procedure neither he was appointed in a legal manner nor he worked continuously for more than several years as alleged by him. There is no document to prove that Petitioner Sri B. Eresh has ever worked with Telecom Department even for a single day.

10. From the above discussion, this tribunal is of the opinion that the Petitioner workman has not been able to prove that he was legally appointed or he has worked for more than 240 days in a year preceding date of his disengagement. He might have been engaged for certain number of days that does not confer the right of absorption or regularization in the service. The judgement pronounced by Hon'ble Supreme Court in C.A. No. 292/2009 between Bharat Sanchar Nigam Ltd., and Teja Singh is fully applicable in the present case and the Petitioner workman is not entitled for regularization or absorption in the services. Petitioner is not entitled for any relief. Petition deserves to be dismissed. Accordingly, petition is dismissed.

The Award is passed accordingly, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 23rd day of November, 2010.

VED PRAKASH GAUR, Presiding Officer

#### APPENDIX OF EVIDENCE

Witnesses examined for  
the Petitioner

Witnesses examined for  
the Respondent

WW1: Sri. B. Eresh                      MW1: Sri B. Jayapala Sarma  
WW2: Sri B. Abdul Khader  
WW3: Sri K. Ravindra

#### Documents marked for the Petitioner

NIL

#### Documents marked for the Respondent

- Ex. M1: Copy of order in OA No. 533/1996 dt. 26-4-96.  
Ex. M2: Copy of order in OA 118/2001 dt. 13-3-2001.  
Ex. M3: Copy of Lr. No. GMTD-ATP/Genl/Legal/2001-2002 dt. 5-2-2002 reg. Payment of difference of wages.  
Ex. M4: Copy of DGT, New Delhi Lr. No. 269-10/89-STN dt. 7-11-89.  
Ex. M5: Copy of DOT New Delhi Lr. No. 270-6/84-STN dt. 22-6-99.  
Ex. M6: Copy of O.M. No. 269-4/93-STN-II(Pt.) dated 12-2-99.  
Ex. M7: Copy of O.M.No. 269-4/93-STN-II (Pt.) dated 15-6-99.  
Ex. M8: Copy of circular Lr. No. 269-94/98-STN-II/ Pers.IV dated 19-4-2001 reg. Regularization of labourers, left out cases.  
Ex. M9: Copy of retention schedule.

नई दिल्ली, 27 दिसम्बर, 2010

**का.आ. 236.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 206/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2010 को प्राप्त हुआ था।

[सं. एल-40025/8/2010-आईआर(डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2010

**S.O. 236.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 206/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 27-12-2010.

[No. L-40025/8/2010-IR (DU)]

RAMESH SINGH, Desk Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
HYDERABAD****PRESENT:-** SHRIVED PRAKASH GAUR,  
Presiding Officer

Dated the 23rd day of November, 2010

**INDUSTRIAL DISPUTE L.C. No. 206/2002****BETWEEN:**Sri K. Nagendra,  
S/o K. Rama Rao,  
C/o M/s. B.S.A. Satyanarayana,  
H.No. 2-2-1121/3/E, Nallakunta,  
Hyderabad - 500 044. ....Petitioner**AND**

1. The General Manager,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur- 515 055.
- 2 The T.D.M.,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur - 515 055. .... Respondent

**APPEARANCES:**For the Petitioner: M/s. B.S.A Satyanarayana K.  
Venkateswara Rao & V. G.Raju,  
Advocates

For the Respondent: Sri R. S. Murthy, Advocate

**AWARD**

This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. /Cotton Corporation of India and two others.

2. Sri K. Nagendra, workman has filed this petition u/s. 2A(2) of the Industrial Disputes Act, 1947, to declare his retrenchment/dismissal from service dated 31-3-2002 as illegal and invalid with request to reinstate him in the same post with all consequential service benefits.

3. It has been stated in the claim petition that the Petitioner was initially appointed as casual mazdoor in the Office of G.M. , Telecom district, Ananthapur on 1-2-1994, and he worked continuously from 1-4-1995 onwards upto 31-3-2002. However, the services of Petitioner were retrenched without complying the mandatory provisions of Sec. 25F and 25G of the Industrial Disputes Act, 1947 on 31-3-2002. Petitioner filed departmental appeal No. 205/96 which was disposed off on 15-2-1996. He was paid pro-rat wages @ 1/30th of every month pay and allowances

payable to a Gr. D employee. He was paid an amount of Rs. 1630 as arrears vide letter dated 22-5-2001. Petitioner was reengaged from 1996 up to 1999. But, in order to create artificial brakes, the services of this Petitioner were disengaged and he was later on reengaged as casual labour. It has been stated that the Petitioner has worked for more than 240 days in every year since 1992 onwards up to 31-3-2002 and has become entitled to be regularized as departmental employee Gr. D with all consequential benefits. In support of his claim, the Petitioner has submitted copy of the judgement of Hon'ble C.A.T., Hyderabad in OA No. 205/96 dated 15-2-1996 and copy of the letter No. TY. Advance/SDE(PR)/2001-02, dated 22-5-2001 along with a letter showing enhancement of Rs. 587 to his wages. The services of the Petitioner were retrenched w.e.f. 1-4-2002 without any notice or without compensation, as such, the action of Respondent is neither legal nor valid and is liable to be quashed.

4. Respondent has filed their counter statement. It has been stated that due to absenteeism of regular employee and ban on filling of the Group 'D' posts and meeting emergent situations casual labour were engaged on daily wages and their continuance was dependent on the availability of the work including the urgency hence, engagement for more than 240 days is irrelevant. The engagement of a workman for extending 240 days on daily wage basis do not confer any right for continuity and regularization in the service. The provision of Sec. 25F are not applicable in the present case. The Petitioner has filed O.A. Nos. 418/91 and 205/96. The same were disposed off with direction to reengage in future if the work is available. The Petitioner again filed O.A. No. 189/2001 which was disposed off on 26-2-2001 with direction to pay minimum wages of 1/30th and to consider for grant of temporary status. The said direction was implemented by paying him Rs. 1630 but granting temporary status could not be allowed as there was no scope to grant temporary status. It has been stated that Petitioner was engaged as casual labour for 24 days in January, 1994 as a whole and was paid difference of the wage arrears of Rs. 587, this payment was duly accepted by the Petitioner without any protest. There is no scope either for engagement or for grant of temporary status under the scheme. There was one time settlement for person who has been in service in 1996. There is total ban on engagement of casual labours vide D.O.T. order O.M. No. 269-4/93-STN(Pt.) dated 12-2-99 and subsequently amended D.O.T. Memo. Even No. dated 12-11-1999 the hiring of labourers for not more than 30 days at a time and not extending 100 days in a year. The petition has got no merit and deserves to be dismissed.

5. Both the parties were directed to produce their evidence. The Petitioner has filed Xerox copy of the enhanced amount in view of the judgement. Xerox copy of order showing Petitioner's wage enhancement of Rs. 587 Ex. W1, Xerox copy of the order of the Hon'ble Central



Administrative Tribunal, Hyderabad in OA No. 205/96 dated 15-2-96 between Sri K. Nagendra and Telecom District Manager, Ananthapur is Ex. W2 and Ex. W3 is regarding correction of city as 'Anantpur' in Ex. W2. Apart from the above documentary evidence, Petitioner K. Nagendra has filed his affidavit. He has been cross-examined by the Respondent. Workman has further filed affidavit of Sri B. Abdul Khader as WW2 and also produced affidavit of Sri K. Ravindra as WW3 but they were not cross-examined by Respondent.

6. Respondent has filed affidavit of Sri. G.V.R.; Setty and Sri C. Suryachandra Rao, A.G.M.(legal) in support of the contentions raised by the Respondents. Respondent has also filed affidavit of Sri. B. Jayapala Sarma, who has sworn in oath and has stated that as per available record of the Petitioner with the Respondent management, the Petitioner was engaged intermittently, due to ban on filling up of Group 'D' posts and due to absence or leave of Group 'D' staff.

7. I have heard the counsels of both the parties and I have also gone through the evidence available on the record. Learned Counsel for the Respondent has filed written arguments.

8. It has been argued by Learned Counsel for the Respondent that the Petitioner has stated that he worked since 1994 upto 31-3-2002, but he has not been able to produce a single document to prove that he has worked from 1994 upto 31-3-2002 regularly and without any break. Not only that the Petitioner has not been able to prove that he was recruited or appointed after following the recruitment procedure. He has not been able to prove that he has completed or he has worked for 240 days in a year prior to his disengagement or that he was legally and rightly appointed after following the recruitment procedure as such, he can not be regularized in the service even if he worked as a daily wage or casual labour in the department for more than 240 days. He has further argued that Hon'ble Supreme Court in a very recent judgment in the case of Bharat Sanchar Nigam Ltd., Jammu Vs. Teja Singh relating to the Civil Appeal No. 292/2009 has expressed his opinion that a casual rate or daily rate worker if not appointed following the recruitment procedure who has worked for 240 days even then, he is not entitled for absorption or regularization in the service. I have considered this argument of Learned Counsel for the Respondent in the light of the recent judgement of the Hon'ble Supreme Court passed in C.A. No. 292/2009.

10. It is to be considered whether the Petitioner workman of this case was appointed following the procedure of recruitment or not. In his own cross examination WW1 Sri K. Nagendra has stated that he was not given any appointment order. He was available on call and was given work from January, 1994. He further stated that he used to go for work due to poverty. One Sri Surya Prasad, S.D.E.,

kept him who is dead now. He was paid Rs.30 per day. He worked till 31-3-2002. He has admitted that he was given intermittent breaks, that is why he has approached Hon'ble Central Administrative Tribunal. He was not removed in 1996. It has been suggested that he worked for 24 days in 1994 as per his own statement and documents of the management Ex. M1. Further, he has stated that he do not have any document to prove that he worked from 1994 to 31-3-2002. This shows that the Petitioner neither appeared for any interview nor any recruitment procedure was carried out by the department nor the Petitioner applied for the post nor appeared for any examination and was selected for the alleged post. The same way WW2 who is said to be the Section Supervisor of the Telecom department has stated that casual labour were working in the general section and the wage amount was paid through voucher. There may be some break in engaging casual labourers. He can not state the same of the person engaged from 1994 to 2002 or thereafter. He can not say from which period to which period the casual labour has worked in the department. He has further stated that the labourers referred in his affidavit used to work on rotation whenever there was work. No appointment letter was given to the casual labourers. This shows that even though the casual labourers were engaged in the department, they were engaged whenever there was work available with the management. WW2 has not been able to state that Petitioner has worked continuously from 1994 to 2002. He has stated that the casual labours were engaged on rotation basis. This prove that whenever the work was available the casual labour were engaged without any appointment order letter or without any recruitment process. Same way WW3 has stated that whenever Group 'D' employees are absent casual labour were used to work for 5 to 6 years in that seat, inspite of the ban, casual labour were engaged. He knows that if casual labour is engaged after the circular of ban, the person concerned is liable for disciplinary action. No casual labour has worked in his section previously one Sri Siva Kumar used to work in his section. Whether Sri K. Nagendra has worked in his section or he has seen Sri K. Nagendra working in his section has not been stated by the witnesses. This proves that though the workman has worked for some days in the department of telecommunications he was neither recruited through the recruitment procedure nor he was engaged for continuous period. No document has been filed showing regular engagement of workman. This prove that Petitioner has not been working for more than 240 days in a year preceding date of his retrenchment nor he has been able to prove that he was recruited through legal procedure neither he was appointed in a legal manner nor he worked continuously for more than several years as alleged by him.

10. From the above discussion, this tribunal is of the opinion that the Petitioner workman has not been able to prove that he was legally appointed or he has worked for

more than 240 days in a year preceding date of his disengagement. He might have been engaged for certain number of days in the year 1994 that does not confer the right of absorption or regularization in the service. The judgement pronounced by Hon'ble Supreme Court in C.A. No. 292/2009 between Bharat Sanchar Nigam Ltd., and Teja Singh is fully applicable in the present case and the Petitioner workman is not entitled for regularization or absorption in the services. Petitioner is not entitled for any relief. Petition deserves to be dismissed. Accordingly, petition is dismissed.

The Award is passed accordingly, Transmit.

Dictated to Smt. P. Phani Gowri. Personal Assistant transcribed by her corrected by me on this the 23rd day of November, 2010.

VED PRAKASH GAUR, Presiding Officer

#### APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri. K. Nagendra	MW1: Sri B. Jayapala Sarma
WW2: Sri B. Abdul Khader	
WW3: Sri K. Ravindra	

#### Documents marked for the Petitioner

Ex. W1:	Copy of the enhanced amount in view of judgment
Ex. W2:	Copy of order of Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 205/96
Ex. W3:	Copy of amendment to the name of city as 'Anantpur' in OA No. 205/96

#### Documents marked for the Respondent

Ex. M1:	Copy of order in OA No. 533/1996 dt.26-4-96
Ex.M2:	Copy of order in OA 118/2001 dt. 13-3-2001
Ex.M3:	Copy of Lr. No. GMTD-ATP/Genl/Legal/2001-2002 dt. 5-2-2002 reg. Payment of difference of wages
Ex. M4:	Copy of DGT, New Delhi Lr. No. 269-10-89-STN dt. 7-11-89
Ex. M5:	Copy of DOT New Delhi Lr. NO. 270-6/84-STN dt.22-6-88
Ex. M6:	Copy of O.M. No. 269-4/93-STN-II(Pt.) dated 12-2-99
Ex. M7:	Copy of O.M.No. 269-4/93-STN-II (Pt.) dated 15-6-99
Ex. M8:	Copy of circular Lr. No. 269-94/98-STN-II/Pers. IV dated 19-4-2001 reg. Regularization of casual labourers, left out cases.
Ex. M9:	Copy of retention schedule

नई दिल्ली, 27 दिसम्बर, 2010

**का.आ. 237.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लि. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 185/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2010 को प्राप्त हुआ था।

[सं. एल-40025/9/2010-आईआर(डी यू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2010

**S.O. 237.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 185/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 27-12-2010.

[No. L-40025/9/2010-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

**PRESENT:-** Shri Ved Prakash Gaur Presiding Officer.

Dated the 23rd day of November, 2010

**INDUSTRIAL DISPUTE L.C. No. 185/2002**

#### Between:

Sri S. Noor Mohammad,  
S/o S.A. Khader,  
C/o M/s. B.S.A. Satayanarayana,  
H.No. 2-2-1121/3E, Nallakunta,  
Hyderabad - 500 044. ....Petitioner

#### AND

1. The General Manager,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur- 515 055.
2. The T.D.M.,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur - 515 055. .... Respondents

#### APPEARANCES:

For the Petitioner: M/s. B.S.A Satayanarayana K. Venkateswara Rao & V. G.Raju, Advocates  
For the Respondent: Sri R.S. Murthy, Advocate

**AWARD**

Sri S.Noor Mohammad, workman has filed this petition u/s 2A (2) of the Industrial Disputes Act, 1947 to declare his retrenchment/dismissal from service dated 31-3-2002 as illegal and invalid with request to reinstate him in the same post with all consequential service benefits.

2. It has been alleged in the claim petition by the Petitioner that he was initially appointed as casual mazdoor in the Department of Telecom, Telecom district, Ananthapur from 1-2-1994. Thereafter he worked continuously since 1-4-1995 to 31-3-2002. Petitioner's services were retrenched without complying the mandatory provisions of Sec. 25F and 25G of the Industrial Disputes Act, 1947 on 31-3-2002. Petitioner filed O.A. No. 79/99 which was disposed off on 11-3-1999. He was paid pro-rata basis i.e. @ 1/30th wages of General Mazdoor. He was paid an amount of Rs.1630 and arrears vide letter dated 22-5-2001. Petitioner was re-engaged in 1996 and again disengaged in 1999 creating artificial breaks and again he was re-engaged. Petitioner has worked for more than 240 days in every year since 1996 onwards up to 31-3-2002 thereby he became entitled to be regularized as general mazdoor Gr. D with all consequential benefits. In support of his claim, the Petitioner has submitted copies of payment voucher and copy of the judgement of Hon'ble C.A.T., Hyderabad in OA No. 79/99 dated 11-3-1999 and copy of the letter No. TY. Advance/SDE(PR)/2001-02, dated 22-5-2001 along with a statement of duty particulars dated 20-5-2001 to show that he worked with the Respondent. His services were retrenched without any notice or any compensation. Thus, he has requested that his termination order be quashed and he be reinstated in the service.

3. Respondent has filed their counter statement. It has been stated that due to absenteeism and ban on filling of the Group 'D' posts and meeting emergent situations casual labour were engaged on daily wages and their continuance was dependent on the availability of the work including the urgency and engagement for more than 240 days is irrelevant. The engagement of a workman for extending 240 days on daily wage basis do not confer any right for continuity and regularization in the service. The provision of Sec. 25F are not applicable in the present case. The Petitioner has filed O.A. No. 79/99. The same was disposed off with direction to re-engage in future if the work is available. The Petitioner again filed OA No. 185/2001 which was disposed off on 27-2-2001 with direction to pay minimum wages of 1/30th and to consider for grant of temporary status. The said direction was implemented by paying him Rs. 1630 but granting temporary status could not be allowed as there was no scope to grant temporary status. It has been stated that Petitioner was engaged as casual labour for 28 days in 1994 and 29 days in 1995 and total of 57 days as a whole and was paid difference of the wage arrears of Rs. 1630, this payment was duly accepted

by the Petitioner without any protest. There is not scope either for engagement or for grant of temporary status under the scheme. It is one time settlement for person who has been in service in 1986. There is total ban on engagement of casual labours vide D.O.T. order O.M. No. 269-4/93-STN(Pt) dated 12-2-99 and subsequently amended D.O.T. Memo. Even No. dated 12-11-1999 the hiring of labourers for not more than 30 days at a time and not extending 100 days in a year. The petition has got no merit and deserves to be dismissed.

4. Parties were directed to produce their evidence. The Petitioner has filed Xerox copy of the order of the Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 79/99 dated 11-3-99 between Sri S. Noor Mohammad and Telecom District Manager, Ananthapur as Ex. W2 and Ex. W3 xerox copy of letter No. TY. Advance/SDE(PR)/2001-2, dated 22-5-2001 for making advance payment to favour casual workers in which name of S.Noor Mohammad finds place at Sl No. 1, Ex. W4 is regarding his engagement in Respondent's department in the year 1994-95, and wages paid to him in particular with ACE-2 of the casual labourers from January, 1993. The name of S. Noor Mohammad finds place who has worked for 28 days in 1994 and 29 days in 1995. Apart from the above documentary evidence, Petitioner S. Noor Mohammad has filed his affidavit. He has been cross examined by the Respondent. Workman has further filed affidavits of Sri B. Abdul Khader as WW2 and Sri K. Ravindra as WW3 who were cross examined by the Respondent.

5. Respondent has filed affidavit of Sri G.V.R. Setty and Sri C. Suryachandra Rao, A.G. M (Legal) in support of the contentions raised by the Respondents. Respondent has also filed affidavit of Sri B. Jayapala Sarma, who has sworn in oath and has stated that as per available record of the Petitioner with the Respondent management, the Petitioner was engaged intermittently, due to ban on filling up of Group 'D' posts and due to absence or leave of Group 'D' staff. The Petitioner was engaged for 'nil' days in 1993, 28 days in 1994 and 29 days in 1995. Thereafter not engaged for any singly day.

6. I have heard the counsels of both the parties and I have also gone through the evidence available on the record. Learned Counsel for the Respondent has filed written arguments.

7. It has been argued by Learned Counsel for that the Respondent that the petitioner has stated that he worked since 1994 upto 31-3-2002, but he has not been able to produce a single document to prove that he has worked from 1994 upto 31-3-2002 regularly and without any break. Not only the Petitioner has not been able to prove that he was recruited or appointed after following the recruitment procedure. He has not been able to prove that he has completed or he has worked for 240 days in a year prior to his disengagement or that he was legally and rightly appointed after following the recruitment procedure



as such, he can not be regularized in the service even if he worked as a daily wage or casual labour in the department for more than 240 days. He has further argued that Hon'ble Supreme Court in a very recent judgment in the case of Bharat Sanchar Nigam Ltd., Jammu Vs. Teja Singh relating to the Civil Appeal No. 292/2009 has expressed his opinion that a casual rate or daily rate worker if not appointed following the recruitment procedure who has worked for 240 days even then, he is not entitled for absorption or regularization in the service. I have considered this argument of Learned Counsel for the Respondent in the light of the recent judgement of the Hon'ble Supreme Court passed in C.A. No. 292/2009.

8. It is to be considered whether the Petitioner workman of this case was appointed following the procedure of recruitment or not. In his own cross examination WW1 Sri S. Noor Mohammad has stated that he was not given any appointment order. He was available on call and was given work from 1-2-1994. He further stated that he used to go for work due to poverty. One Sri Surya Prasad, S.D.E. kept him who is dead now. He was paid Rs. 30 per day. He worked till 31-3-2002. He has admitted that he was given intermittent breaks, that is why he has approached Hon'ble Central Administrative Tribunal. He was not removed in 1996. It has been suggested that he worked for 28 days in 1994 and 29 days in 1995 as per his own documents Ex. W4 and documents of the management Ex. M1. Further, he has stated that he do not have any document to prove that he worked from 1994 to 31-3-2002. This shows that the Petitioner neither appeared for any interview nor any recruitment procedure was carried out by the department nor the Petitioner applied for the post nor appeared for any examination and was selected for the alleged post. The same way WW2 who is said to be the Section Supervisor of the Telecom department has stated casual labour were working in the general section and the wage amount was paid through voucher. There may be some break in engaging casual labourers. He can not state the name of the person engaged from 1994 to 2002 or thereafter. He can not say from which period to which period the casual labour has worked in the department. He has further stated that the labourers referred in his affidavit used to work on rotation whenever there was work. No appointment letter was given to the casual labourers. This shows that even though the casual labourers were engaged in the department, they were engaged when ever there was work. WW2 has not been able to state that Petitioner has worked continuously from 1994 to 2002. He has stated that the casual labours were engaged on rotation basis. This prove that whenever the work was available the casual labour were engaged without any appointment order letter or without any recruitment process. Same way WW3 has stated that whenever Group 'D' employees are absent casual labour were used to work for 5 to 6 years in that seat, in spite of the ban, casual labour were engaged. He knows that if

casual labour is engaged after the circular of ban, the person concerned is liable for disciplinary action. No casual labour has worked in his section previously one Sri Siva Kumar used to work in his section. Whether Sri S. Noor Mohammad has worked in his section or he has seen Sri S. Noor Mohammad working in his section has not been stated by the witnesses. This proves that though the workman has worked for some days in the department of telecommunications he was neither recruited through the recruitment procedure nor he was engaged for continuous period. The documents filed by the Petitioner workman shows that he has worked for 28 days in 1994 and 29 days in 1995, no document has been filed thereafter. This prove that Petitioner has not been working for more than 240 days in a year preceding date of his retrenchment nor he has been able to prove that he was recruited through legal procedure neither he was appointed in a legal manner nor he worked continuously for more than several years as alleged by him.

8. From the above discussion, this tribunal is of the opinion that the Petitioner workman has not been able to prove that he was legally appointed or he has worked for more than 240 days in a year subsequent to the date of his retrenchment. He might have been engaged for certain number of days in the year 1994 and 1995 that does not confer the right of absorption or regularization in the service. The judgement pronounced by Hon'ble Supreme Court in C.A. No. 292/2009 between Bharat Sanchar Nigam Ltd., and Teja Singh is fully applicable in the present case and the Petitioner workman is not entitle for regularization or absorption in the services. Petitioner is not entitled for any relief. Petition deserves to be dismissed. Accordingly, petition is dismissed.

The Award is passed accordingly, Transmit.

Dictated to Smt. P. Phani Gowri. Personal Assistant transcribed by her corrected by me on this the 23rd day of November, 2010.

VED PRAKASH GAUR, Presiding Officer

#### APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri. S. Noor Mohammad	MW1: Sri B. Jayapala Sarma
WW2: Sri B. Abdul Khader	
WW3: Sri K. Ravindra	

#### Documents marked for the Petitioner

Ex. W1:	Copy of the enhanced amount in view of judgement
Ex. W2:	Copy of order of Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 79/99
Ex. W3:	Copy of Payment of Rs. 1630 to which WW1 is entitled in view of Ex. W1



Ex. W4: Statement showing the no. of days WW1 worked in 1994 and 1995

**Documents marked for the Respondent**

Ex. M1: Copy of order in OA No. 533/1996 dtd. 26-4-96  
 Ex. M2: Copy of order in OA 118/2001 dtd. 13-3-2001  
 Ex. M3: Copy of Lr. No. GMTD-ATP/Genl/Legal/2001-2002 dtd. 5-2-2002 reg. Payment of difference of wages  
 Ex. M4: Copy of DGT, New Delhi Lr. No. 269-10-89-STN dtd. 7-11-89  
 Ex. M5: Copy of DOT New Delhi Lr. No. 270-6/84-STN dtd. 22-6-88  
 Ex. M6: Copy of O.M. No. 269-4/93-STN-II(Pt.) dated 12-2-99  
 Ex. M7: Copy of O.M. No. 269-4/93-STN-II (Pt.) dated 15-6-99  
 Ex. M8: Copy of circular Lr. No. 269-94/98-STN-II/Pers. IV dated 19-4-2001 reg. Regularization of casual labourers, left out cases.  
 Ex. M9: Copy of retention schedule.

नई दिल्ली, 27 दिसम्बर, 2010

**का.आ. 238.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 188/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2010 को प्राप्त हुआ था।

[सं. एल-40025/10/2010-आईआर(डी यू)]  
 रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2010

**S.O. 238.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No of 188/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 27-12-2010.

[No. L-40025/10/2010-IR (DU)]  
 RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT  
 HYDERABAD**

**PRESENT :** Shri VED PRAKASH GAUR,  
 Presiding Officer.

Dated the 23rd day of November, 2010

**INDUSTRIAL DISPUTE L.C. No. 188/2002**

**Between:**

Sri C.H. Siva Kumar,  
 S/o Late C. H. Venkatappa,  
 C/o M/s. B.S.A. Satayanarayana,  
 H.No. 2-2-1121/3E, Nallakunta,  
 Hyderabad - 500 044. ....Petitioner  
 AND

1. The General Manager,  
 Bharat Sanchar Nigam Limited,  
 Telecom District,  
 Ananthapur- 515 055.
2. The T.D.M.,  
 Bharat Sanchar Nigam Limited,  
 Telecom District,  
 Ananthapur - 515 055. .... Respondents

**APPEARANCES:**

For the Petitioner: M/s. B.S.A Satayanarayana, K.  
 Venkateswara Rao & V. G. Raju,  
 Advocates

For the Respondent: Sri R.S. Murthy, Advocate

**AWARD**

This is a case taken under Sec. 2A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Sri C. H. Siva Kumar, workman has filed this petition u/s 2A (2) of the Industrial Disputes Act, 1947 to declare his retrenchment/dismissal from service dated 31-3-2002 as illegal and invalid with request to reinstate him in the same post with all consequential service benefits.

3. It has been stated in the claim petition that the Petitioner was initially appointed as casual mazdoor in the office of G.M. Telecom district, Ananthapur on 1-2-1994 and he worked continuously from 1-4-1995 onwards upto 31-3-2002. However, the services of Petitioner were retrenched without complying the mandatory provisions of Sec. 25F and 25G of the Industrial Disputes Act, 1947 on 31-3-2002. Petitioner filed departmental appeal No. 79/99 which was disposed off on 11-3-1999. He was paid pro-rata wages @ 1/30th of every month pay and allowances payable to a Gr. D employee. He was paid an amount of Rs. 1630 as arrears vide letter dated 22-5-2001. Petitioner was reengaged from 1996 up to 1999. But, in order to create artificial brakes, the services of this Petitioner were disengaged and he was later on reengaged as casual labour. It has been stated that the Petitioner has worked for more

than 240 days in every year since 1992 onwards up to 31-3-2002 and has become entitled to be regularized as departmental employee Gr. D with all consequential benefits. In support of his claim, the Petitioner has submitted copies of payment voucher and copy of the judgement of Hon'ble C.A.T. Hyderabad in OA No. 79/99 dated 11-3-1999 and copy of the letter No. TY. Advance/SDE(PR)/2001-02, dated 22-5-2001 along with a statement of duty particulars for the years pertaining to 1994 and 1995. For rest of the years the duty particulars is not being filed because the Respondent has not maintained record of the duty particulars. The services of the Petitioner were retrenched w.e.f. 1-4-2002 without any notice or without compensation, as such, the action of Respondent is neither legal nor valid and is liable to be quashed.

4. Respondent has filed their counter statement. It has been stated that due to absenteeism of regular employee and ban on filling of the Group 'D' posts and meeting emergent situations casual labour were engaged on daily wages and their continuance was dependent on the availability of the work including the urgency hence, engagement for more than 240 days is irrelevant. The engagement of a workman for extending 240 days on daily wage basis do not confer any right for continuity and regularization in the service. The provision of Sec. 25F are not applicable in the present case. The Petitioner has filed O.A. No. 379/96. The same was disposed off with direction to reengage in future if the work is available. The Petitioner again filed OA No.144/2001 which was disposed off on 12-6-2001 with direction to pay minimum wages of 1/30th and to consider for grant of temporary status. The said direction was implemented by paying him Rs. 1630 but granting temporary status could not be allowed as there was no scope to grant temporary status. It has been stated that the Petitioner was engaged for 14 days in March, 3 days in April, 1994, 8 days in June, 1994, one day in August, 1994, 16 days in September, 1994, 6 days in October and 23 days in November, 1994. Thus, the Petitioner has worked for 71 days only in the year 1994 and was paid difference of the wage arrears of Rs. 1630, this payment was duly accepted by the Petitioner without any protest. There is no scope either for engagement or for grant of temporary status under the scheme. It was one time settlement for person who has been in service in 1986. There is total ban on engagement of casual labours vide D.O.T. order O.M. No. 269-4/93-STN(Pt) dated 12-2-99 and subsequently amended D.O.T. Memo. Even No. dated 12-11-1999 the hiring of labourers for not more than 30 days at a time and not extending 100 days in a year. The petition has got no merit and deserves to be dismissed.

4A. Both the parties were directed to produce their evidence. The Petitioner has filed Xerox copy of the enhanced amount in view of the judgement as Ex. W1, Ex. W2 xerox copy of letter No. TY. Advance/SDE(PR)/2001-02, dated 22-5-2001 for making advance payment to favour

casual workers in which name of C. H. Siva Kumar finds place at Sl. No. 4 and Ex. W3 is regarding his engagement in Respondent's department in the year 1994-95, as maintained by Respondent, Xerox copy of the order of the Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 379/96 between Sri C.H. Siva Kumar and Telecom District Manager, Ananthapur as Ex. W4. He also filed Ex. W5 to W26 xerox copies of vouchers of payment made to him under ACG-17 from 31-12-2002 upto 18-3-2003. Apart from the above documentary evidence, Petitioner C. H. Siva Kumar has filed his affidavit. He has been cross examined by the Respondent. Workman has further filed affidavit of Sri B. Abdul Khader as WW2 and also produced affidavit of Sri K. Ravindra as WW3 but they were not cross examined by Respondent.

5. Respondent has filed affidavit of Sri G. V. R. Setty and Sri C. Suryachandra Rao, A.G. M. (legal) in support of the contentions raised by the Respondents. Respondent has also filed affidavit of Sri B. Jayapala Sarma, who has sworn in oath and has stated that as per available record of the Petitioner with the Respondent management, the Petitioner was engaged intermittently, due to ban on filling up of Group 'D' posts and due to absence or leave of Group 'D' staff. It has been stated that the Petitioner was engaged for 14 days in March, 3 days in April, 1994, 8 days in June, 1994, one day in August, 1994, 16 days in September, 1994, 6 days in October and 23 days in November, 1994. Thus, the Petitioner has worked for 71 days in the year 1994. Thereafter not engaged for any day.

6. I have heard the counsels of both the parties and I have also gone through the evidence available on the record. Learned Counsel for the Respondent has filed written arguments.

7. It has been argued by Learned Counsel for the Respondent that the Petitioner has stated that he worked since 1994 upto 31-3-2002, but he has not been able to produce a single document to prove that he has worked from 1994 upto 31-3-2002 regularly and without any break. Not only that the Petitioner has not been able to prove that he was recruited or appointed after following the recruitment procedure. He has not been able to prove that he has completed or he has worked for 240 days in a year prior to his disengagement or that he was legally and rightly appointed after following the recruitment procedure as such, he can not be regularized in the service even if he worked as daily wage or casual labour in the department for more than 240 days. He has further argued that Hon'ble Supreme Court in a very recent judgement in the case of Bharat Sanchar Nigam Ltd., Jammu Vs. Teja Singh relating to the Civil Appeal No. 292/2009 has expressed his opinion that a casual rate or daily rate worker if not appointed following the recruitment procedure who has worked for 240 days even then, he is not entitled for absorption or regularization in the service. I have considered this argument of Learned Counsel for the Respondent in the light of the

recent judgement of the Hon'ble Supreme Court passed in C.A. No. 292/2009.

8. It is to be considered whether the Petitioner workman of this case was appointed following the procedure of recruitment or not. In his own cross examination WW1 Sri C. H. Siva Kumar has stated that he was not given any appointment order. He was available on call and was given work from 1-2-1994. He further stated that he used to go for work due to poverty. One Sri Surya Prasad, S.D.E. kept him who is dead now. He was paid Rs. 30 per day. He worked till 31-3-2002. He has admitted that he was given intermittent breaks, that is why he has approached Hon'ble Central Administrative Tribunal. He was not removed in 1996. It has been suggested that he has not worked at all in 1996, 1997 and only worked for 54 days in 1998 as per his own documents Ex. W3 and documents of the management Ex. M1. Further, he has stated that he do not have any document to prove that he worked from 1994 to 31-3-2002. This shows that the Petitioner neither appeared for any interview nor any recruitment procedure was carried out by the department nor the Petitioner applied for the post nor appeared for any examination and was selected for the alleged post. The same way WW2 who is said to be the Section Supervisor of the Telecom department has stated that casual labour were working in the general section and the wage amount was paid through voucher. There may be some break in engaging casual labourers. He can not state the name of the person engaged from 1994 to 2002 or thereafter. He can not say from which period to which period the casual labour has worked in the department. He has further stated that the labourers referred in his affidavit used to work on rotation whenever there was work. No appointment letter was given to the casual labourers. This shows that even though the casual labourers were engaged in the department, they were engaged when ever there was work available with management. WW2 has not been able to state that Petitioner has worked continuously from 1994 to 2002. He has stated that the casual labourers were engaged on rotation basis. This prove that whenever the work was available the casual labour were engaged without any appointment order letter or without any recruitment process. Same way WW3 has stated that whenever Group 'D' employees are absent casual labour were used to work for 5 to 6 years in that seat, inspite of the ban, casual labour were engaged. He knows that if casual labour is engaged after the circular of ban, the person concerned is liable for disciplinary action. No casual labour has worked in his section previously except Sri Siva Kumar used to work in his section. This proves that though the workman has worked for some days in the department of telecommunications he was neither recruited through the recruitment procedure nor he was engaged for continuous period. The documents filed by the Petitioner workman shows that he has worked Petitioner was engaged for 14 days in March, 3 days in April, 1994, 8 days in June, 1994,

one day in August, 1994, 16 days in September, 1994, 6 days in October and 23 days in November, 1994. Thus, the Petitioner has worked for 71 days only in the year 1994, no document has been filed showing regular engagement of workman. This prove that Petitioner has not been working for more than 240 days in a year preceding date of his retrenchment nor he has been able to prove that he was recruited through legal procedure neither he was appointed in a legal manner nor he worked continuously for more than several years as alleged by him.

8A. From the above discussion, this tribunal is of the opinion that the Petitioner workman has not been able to prove that he was legally appointed or he has worked for more than 240 days in a year preceding date of his disengagement. He might have been engaged for certain number of days in the year 1994 and 1995 that does not confer the right of absorption or regularization in the service. The judgement pronounced by Hon'ble Supreme Court in C.A. No. 292/2009 between Bharat Sanchar Nigam Ltd., and Teja Singh is fully applicable in the present case and the Petitioner workman is not entitled for regularization or absorption in the services. Petitioner is not entitled for any relief. Petition deserves to be dismissed. Accordingly, petition is dismissed.

The Award is passed accordingly, Transmit.

Dictated to Smt. P. Phani Gowri. Personal Assistant transcribed by her corrected by me on this the 23rd day of November, 2010.

VED PRAKASH GAUR, Presiding Officer

#### APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri C.H. Siva Kumar	MW1: Sri B. Jayapala Sarma
WW2: Sri B. Abdul Khader	
WW3: Sri K. Ravindra	

#### Documents marked for the Petitioner

Ex. W1 :	Copy of the enhanced amount in view of judgement
Ex. W2 :	Copy of Payment particulars for about 131 days between April, 1994 to May, 1998 to WW1 maintained by Respondent.
Ex. W3 :	Copy of calculation sheet of wages of WW1 from 1994 to 1998
Ex. W4 :	Copy of order of Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 379/96
Ex. W : 5 to W26:	Copies of vouchers under ACG-17 from 31-3-2002 to 18-3-2003

#### Documents marked for the Respondent

Ex. M1 :	Copy of order in OA No. 533/1996 dtd. 26-4-96
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- Ex.M2: Copy of order in OA 118/2001 dtd. 13-3-2001.
- Ex.M3: Copy of Lr. No. GMTD-ATP/Genl/Legal/2001-2002 dtd. 5-2-2002 reg. Payment of difference of wages.
- Ex. M4: Copy of DGT, New Delhi Lr. No. 269-10/89-STN dtd. 7-11-89.
- Ex. M5: Copy of DOT New Delhi Lr. No. 270-6/84-STN dtd. 22-6-88.
- Ex. M6: Copy of O.M. No. 269-4/93-STN-II(Pt.) dated 12-2-99.
- Ex. M7: Copy of O.M.No. 269-4/93-STN-II (Pt.) dated 15-6-99.
- Ex. M8: Copy of circular Lr. No. 269-94/98-STN-II/Pers. IV dated 19-4-2001 reg. Regularization of casual labourers, left out cases.
- Ex. M9: Copy of retention schedule  
नई दिल्ली, 27 दिसम्बर, 2010

**का.आ. 239.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री फॉर्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 60/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2010 को प्राप्त हुआ था।

[सं. एल-14011/43/2009-आईआर(डी यू)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th December, 2010

**S.O. 239.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2009) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Military Farm and their workmen, which was received by the Central Government on 27-12-2010.

[No. L-14011/43/2009-IR (DU)]  
RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,  
CHANDIGARH**

**Case ID No. 60/2009**

Shri Ram Charan and 18 others C/o Sh. Roshan Lal S/o  
Shri Pritam Singh, Village Dhantauri, Kurukshetra.

...Applicant

Versus

1. The Dy. Director, Military Farms, H.Q. Western Command (Farms Br.), Chandimandir-134107.
2. The Officer In-Charge, Military Farm, Bir Dhantauri, P.O. Shahabad Markanda, Kurukshetra.

...Respondents

#### APPEARANCES:

For the workman : None  
For the management : None.

#### AWARD

Passed on 11-11-2010

The Government of India vide notification No. L-14011/43/2009-IR (DU) dated 8-1-2010 by exercising its powers under Section 10 of the Industrial Disputes Act (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Military Farm, Bir Dhantauri, Ambala, in terminating the services of Shri Ram Charan and 18 Others (as per Annexure) w.e.f. 18-03-1999 is legal and justified? If not, what relief the workman are entitled to?”

2. Case is taken up for hearing, No one is present on behalf of the workman. Prescribed Authority of the management is present. No doubt the powers to execute the order passed in Lok Adalat is not vested in the Tribunal, but on request of the workman and Prescribe Authority of the management, this case was listed just to watch, what action has been taken by the department? Case was disposed off on compromise through conciliation proceedings in Lok Adalat on 25-8-2010. As the workman are not present, it shows that all workman have been adjusted. Prescribed authority has shown his commitment to provide job to every workman in terms of settlement of dated 25-8-2010. As nothing has been left in this reference, the same is returned to the Central Govt. as settled. Central Govt. be informed. File be consigned to record.

Chandigarh. G.K. SHARMA, Presiding Officer  
11-11-2010

नई दिल्ली, 27 दिसम्बर, 2010

**का.आ. 240.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 186/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-12-2010 को प्राप्त हुआ था।

[सं. एल-40025/11/2010-आईआर(डी यू)]  
रमेश सिंह, डेस्क अधिकारी



New Delhi, the 27th December, 2010

**S.O. 240.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No 186/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workmen, which was received by the Central Government on 27-12-2010.

[No. L-40025/11/2010-IR (DU)]

RAMESH SINGH, Desk Officer

# **ANNEXURE**

## **BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD**

**PRESENT : SHRI VED PRAKASH GAUR,**  
Presiding Officer

Dated the 23rd day of November, 2010

**Industrial Dispute L.C. No. 186/2002**

### **Between:**

Sri A. Jammara Basha,  
S/o Mahamood Khan,  
C/o M/s. B.S.A. Satayanarayana,  
H.No. 2-2-1121/3/E, Nallakunta,  
Hyderabad - 500 044 .....Petitioner  
AND

1. The General Manager,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur - 515 055,
2. The T.D.M.,  
Bharat Sanchar Nigam Limited,  
Telecom District,  
Ananthapur -515 055 .....Respondents

### **Appearances:**

For the Petitioner: M/s. B.S.A Satayanaryana, K.  
Venkateswara Rao & V.G. Raju ,  
Advocates

For the Respondent: Sri R.S. Murthy, Advocate

### **AWARD**

This is a case taken under Sec. 2A(2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. Sri A. Jammara Basha, workman has filed this petition u/s 2A(2) of the Industrial Disputes Act, 1947 to declare

his retrenchment/dismissed from service dated 31-3-2002 as illegal and invalid with request to reinstate him in the same post with all consequential service benefits.

3. It has been stated in the claim petition that the Petitioner was initially appointed as casual mazdoor in the office of G.M., Telecom district, Ananthapur on 1-2-1994 and he worked continuously from 1-4-1995 onwards upto 31-3-2002. However, the services of Petitioner were retrenched without complying the mandatory provisions of Sec. 25F and 25G of the Industrial Disputes Act, 1947 on 31-3-2002. Petitioner filed departmental appeal No. 1532/95 which was disposed off on 24-3-98. He was paid pro-rata wages @ 1/30th of every month pay and allowances payable to a Gr. D employee. He was paid an amount of Rs. 1630 as arrears vide letter dated 22-5-2001. Petitioner was reengaged from 1996 up to 1999. But, in order to create artificial brakes, the services of this Petitioner were disengaged and he was later on reengaged as casual labour. It has been stated that the Petitioner has worked for more than 240 days in every year since 1992 onwards up to 31-3-2002 and has become entitled to be regularized as departmental employee Gr. D with all consequential benefits. In support of his claim, the Petitioner has submitted copies of payment voucher and copy of the judgement of Hon'ble C.A.T., Hyderabad in OA No. 1532/95 dated 24-3-1998 and copy of the letter No. TY. Advance/SDE(PR)/2001-02, dated 22-5-2001 along with a statement of duty particulars for the years pertaining to 1994 and 1995. For rest of the years the duty particulars is not being filed because the Respondent has not maintained record of the duty particulars. The services of the Petitioner were retrenched w.e.f. 1-4-2002 without any notice or without compensation, as such, the action of Respondent is neither legal nor valid and is liable to be quashed.

4. Respondent filed counter statement. It has been stated that due to absenteeism of regular employee and ban on filling of the Group 'D' posts and meeting emergent situations casual labour were engaged on daily wages hence their continuance was dependent on the availability of the work including the urgency and engagement for more than 240 days is irrelevant. The engagement of a workman for extending 240 days on daily wage basis do not confer any right for continuity and regularization in the service. The provision of Sec. 25F are not applicable in the present case. The Petitioner has filed O.A Nos. 1532/95 and 74/99 for reinstatement. The same were disposed off with direction to reengage in future if the work is available. Granting temporary status could not be allowed as there was no scope to grant temporary status. It has been stated that Petitioner was engaged as casual labour for 143 days in 1994 and 219 days in 1995 and 26 days in 1997, 79 days in 1998 and 9 days in 1999 and was paid difference of the wage arrears of Rs. 1630, this payment was duly accepted

by the Petitioner without any protest. There is not scope either for engagement or for grant of temporary status under the scheme. It was one time settlement for persons who have been in service in 1986. There is total ban on engagement of casual labours vide D.O.T. order O.M. No. 269-4/93-STN(Pt) dated 12-2-99 and subsequently amended D.O.T. Memo. Even No. dated 12-11-1999 the hiring of labourers for not more than 30 days at a time and not extending 100 days in a year. The petition has got no merit and deserves to be dismissed.

5. Both the parties were directed to produce their evidence. The Petitioner has filed Xerox copy of the enhanced amount in view of the judgement. Xerox copy of the order of the Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 1532/95 dated 24-3-1998 between Sri A. Jammur Basha and Telecom District Manager, Ananthapur is Ex. W1 and Ex. W2 is letter regarding verification of his engagement in Respondent's department in the year 1990-1993 to Accounts Officer, GMTD, Ananthapur. Ex. W3 is particulars of his working days during 1993 to 1999. Apart from the above documentary evidence, Petitioner A. Jammur Basha has filed his affidavit. He has been cross examined by the Respondent. Workman has further filed affidavit of Sri B. Abdul Khader as WW2 who has been cross examined by the Respondent's side. Workman has also produced affidavit of Sri K. Ravindra as WW3 and he was also cross examined by Respondent.

6. Respondent has filed affidavit of Sri G.V.R. Setty and Sri C. Suryachandra Rao, A.G. M. (legal) in support of the contentions raised by the Respondents. Respondent has also filed affidavit of Sri B. Jayapala Sarma, who has sworn in oath and has stated that as per available record of the Petitioner with the Respondent management, the Petitioner was engaged intermittently, due to ban on filling up of Group 'D' posts and due to absence or leave of Group 'D' staff. The Petitioner was engaged for 'nil' days in 1993, 143 days in 1994, 219 days in 1995, 26 days in 1997, 79 days in 1998 and in 1999 for 9 days. Thereafter not engaged for any day.

7. I have heard the counsels of both the parties and I have also gone through the evidence available on the record. Learned Counsel for the Respondent has filed written arguments.

8. It has been argued by Learned Counsel for the Respondent that the Petitioner has stated that he worked since 1994 upto 31-3-2002, but he has not been able to produce a single document to prove that he has worked from 1994 upto 31-3-2002 regularly and without any break. Not only that the Petitioner has not been able to prove that he was recruited or appointed after following the recruitment procedure. He has not been able to prove that he has completed or he has worked for 240 days in a year prior to his disengagement or that he was legally and rightly appointed after following the recruitment procedure as

such, he can not be regularized in the service even if he worked as a daily wage or casual labour in the department for more than 240 days. He has further argued that Hon'ble Supreme Court in a very recent judgment in the case of Bharat Sanchar Nigam Ltd., Jammu Vs. Teja Singh relating to the Civil Appeal No. 292/2009 has expressed his opinion that a casual rate or daily rate worker if not appointed following the recruitment procedure who has worked for 240 days even then, he is not entitled for absorption or regularization in the service. I have considered this argument of Learned Counsel for the Respondent in the light of the recent judgement of the Hon'ble Supreme Court passed in C.A. No. 292/2009.

9. I have gone through the claim statement and documentary evidence Ex. W3 and its enclosures along with the order of the Hon'ble Central Administrative Tribunal, Hyderabad which is Ex. W1 and oral testimony of A. Jammur Basha WW2-Sri B. Abdul Khader and WW3 Sri K. Ravinder. The oral evidence of Sri B. Khader and Sri K. Ravindra proves the same facts which are mentioned by Petitioner. Thus, the evidence available on the record does not prove that the Petitioner was appointed on 1-2-1999 or he worked up to March, 1995 on a continuous post. But the own documentary evidence of the Petitioner proves that the Petitioner worked 143 days in 1994, 219 days in 1995, 26 days in 1997, 79 days in 1998 and in 1999 for 9 days. Thus, he can not be said to have worked continuously in the Respondents' organization except for the days mentioned. This proves that the Petitioner was neither appointed on temporary or regular basis nor he has worked in any of the temporary or regular services of the respondents. Though the documentary evidence produced by the Petitioner proves that his services were taken by the Respondent, intermittently as and when required by the Respondent for certain days in a year which does not entitle the Petitioner to claim for the regularization.

10. It is to be considered whether the Petitioner workman of this case was appointed following the procedure of recruitment or not. In his own cross examination WW1 Sri A. Jammur Basha has stated that he was not given any appointment order. He was available on call and was given work from 1-2-1994. He further stated that he used to go for work due to poverty. One Sri Surya Prasad, S.D.E., kept him who is dead now. He was paid Rs. 30 per day. He worked till 31-3-2002. He has admitted that he was given intermittent breaks, that is why he has approached Hon'ble Central Administrative Tribunal. He has not worked in 1996. It has been suggested that he worked for 143 days in 1994, 219 days in 1995, 26 days in 1997, 79 days in 1998 and in 1999 for 9 days Ex. W3 and documents of the management. Further, he has stated that he does not have any document to prove that he worked upto 31-3-2002. This shows that the Petitioner neither appeared for any interview nor any recruitment procedure was carried out by the department nor the Petitioner applied for the post nor appeared for any

examination and was selected for the alleged post. The same way WW2 who is said to be the Section Supervisor of the Telecom Department has stated that casual labour were working in the general section and the wage amount was paid through voucher. There may be some break in engaging casual labourers. He can not state the name of the person engaged from 1990 to 2002 or thereafter. He can not say from which period to which period the casual labour has worked in the department. He has further stated that the labourers referred in his affidavit used to work on rotation whenever there was work. No appointment letter was given to the casual labourers. This shows that even though the casual labourers were engaged in the department, they were engaged whenever there was work available with management. WW2 has not been able to state that Petitioner has worked continuously from 1990 to 2002. He has stated that the casual labours were engaged on rotation basis. This prove that whenever the work was available the casual labour were engaged without any appointment order letter or without any recruitment process. Same way WW3 has stated that whenever Group 'D' employees are absent casual labour were used to work for 5 to 6 years in that seat, inspite of the ban, casual labour were engaged. He knows that if casual labour is engaged after the circular of ban, the person concerned is liable for disciplinary action. No casual labour has worked in his section previously one Sri Siva Kumar used to work in his section. Whether Sri A. Jammara Basha has worked in his section or he has seen Sri A. Jammara Basha working in his section has not been stated by the witnesses. This proves that though the workman has worked for some days in the department of telecommunications he was neither recruited through the recruitment procedure nor he was engaged for continuous period. The documents filed by the Petitioner workman shows that he has worked for 143 days in 1994, 219 days in 1995, 26 days in 1997, 79 days in 1998 and in 1999 for 9 days and no document has been filed showing regular engagement of Petitioner. This prove that Petitioner has not been working for more than 240 days in a year preceding date of his retrenchment nor he has been able to prove that he was recruited through legal procedure neither he was appointed in a legal manner nor he worked continuously for more than several years as alleged by him.

11. From the above discussion, this tribunal is of the opinion that the Petitioner workman has not been able to prove that he was legally appointed or he has worked for more than 240 days in a year preceding date of his disengagement. He might have been engaged for certain number of days in the years 1994 to 1995, 1997 to 1999 that does not confer the right of absorption or regularization in the service. The judgement pronounced by Hon'ble Supreme Court in C.A. No.292/2009 between Bharat Sanchar Nigam Ltd., and Teja Singh is fully applicable in

the present case and the Petitioner workman is not entitled for regularization or absorption in the services. Petitioner is not entitled for any relief. Petition deserves to be dismissed. Accordingly, petition is dismissed.

The Award is passed accordingly.

Transmit Dictated to Smt P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 23rd day of November, 2010.

VED PRAKASH GAUR, Presiding Officer

#### Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1: Sri A. Jammara Basha Sarma	Ex.W1: Sri B. Jayapala
WW2: Sri B. Abdul Khader	
WW3: Sri K. Ravindra	

#### Documents marked for the Petitioner

WW1:	Copy of order of Hon'ble Central Administrative Tribunal, Hyderabad in OA No. 1532/95
Ex.W2:	Copy of Lr. to Accts. Officer verifying the particulars of case of the Petitioner dt 18-9-2001
Ex.W3:	Copy of working days particulars of WW1
Ex.W4:	Copy of Lr. showing WW1 was entrusted cash from 12-7-2001 to 22-6-2002

#### Documents marked for the Respondent

Ex.M1:	Copy of order in OA No.533/1996 dated 26-4-96
Ex.M2:	Copy of order in OA 118/2001 dated 13-3-2001
Ex.M3:	Copy of Lr. No.GMTD -ATP/Genl/Legal/2001-2002 dated 5-2-2002 reg. Payment of difference of wages
Ex.M4:	Copy of DGT, New Delhi Lr.No.269-10/89-STN dated 7-11-89
Ex.M5:	Copy of DOT New Delhi Lr. No.270-6/84-STN dated 22-6-88
Ex.M6:	Copy of O.M.No.269-4/93-STN-II(Pt.) dated 12-2-99
Ex.M7:	Copy of O.M.No.269-4/93-STN-II(Pt.) dated 15-6-99
Ex.M8:	Copy of circular Lr. No.269-94/98-STN-II/Pers. IV dated 19-4-2001 reg. Regularization of casual labourers, left out cases
Ex.M9:	Copy of retention schedule



नई दिल्ली, 28 दिसम्बर, 2010

**का.आ. 241.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 93, 95, 109 तथा 97 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-2010 को प्राप्त हुआ था।

[सं. एल-40012/443, 445, 447,  
430/99-आईआर(डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2010

**S.O. 241 .**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 93, 95, 109 and 97 of 2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workmen, which was received by the Central Government on 28-12-2010.

[No. L-40012/443, 445, 447, 430/99-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,  
PRESIDING OFFICER, CENT. GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-I CHANDIGARH**

#### Case I. D No-. 93,95,109 &97 of 2000.

(1) Smt. Rama, (2) Sachin Dev, (3) Rekha and (4) Pankaj Kumar, all C/o Shri N.K. Jeet, 27349, Lal Singh Basti Road, Bhatinda (Punjab).

... Applicants

#### Versus

(1) The General Manager, Telecom, Bhatinda-151001 (Punjab).

... Respondent

#### APPEARANCES

For the Workman : Workmen in person.

For the Management : Shri Anish Babbar.

#### AWARD

Passed on 24th November, 2010

This award shall dispose off four industrial dispute and references. Common questions of law and facts are

involved in all the three references and industrial disputes, hence for ends of justice, the same are heard and answered by this award. It is also made clear that all the references are relating to the same office of the management of respondent. The references and industrial disputes which were referred by the Central Government for adjudication are as follows :—

(1) ID No. 93/2000, Ref. No. 40012/443/99/IR- (DU), dated 17-02-2000, Whether the action of the management of General Manager, Telecom, Ferozepur in terminating the services of Miss Rama D/o Late Shri Bhagwan Dass is legal and justified? If not, to what relief the workman is entitled and from which date?

(2) ID No. 95/2000, Ref. No. 40012/445/99/IR- (DU), dated 17-02-2000,

Whether the action of the management of General Manager, Telecom, Ferozepur in terminating the services of Shri Sachin Dev S/o Late Shri Bhagwan Dass is legal and justified? If not, to what relief the workman is entitled and from which date?

(3) ID /No. 109/2000, Ref. No. 40012/447/99/IR (DU), dated 17-02-2000, Whether the action of the management of General Manager, Telecom, Ferozepur in terminating the services of Miss Rekha D/o Late Shri Bhagwan Dass is legal and justified? If not, to what relief the Workman is entitled and from which date?

(4) ID No. 97/2000, Ref. No. 40012/430/99/IR- (DU), dated 16-02-2000, Whether the action of the management of General Manager, Telecom, Ferozepur in terminating the services of Shri Pankaj Kumar S/o Shri Balraj Kathuria is legal and justified? If not, to what relief the workman is entitled and from which date?"

It is the contention of the workmen that they were directly engaged by the management of respondent on daily wages. Mrs. Rama has alleged that she was appointed as class-II employee on daily wages on 13-11-1995 and her services were terminated without notice or without payment of one month wages in lieu of notice and without payment of retrenchment compensation on 05-03-1999. She has completed 240 days or work in the preceding year from the date of her termination, hence, her termination from the services was illegal and void abinitio. In ID No. 95/2000, Shri Sachin Dev versus Telecom, it is contended that he was appointed as peon on 13-9-1996 by the management of respondent and his services were terminated on 19-2-99 without any notice or one month wages in lieu of notice and without payment or lawful retrenchment compensation. He has completed 240 days of work in the preceding year from the date of his

termination, hence, his termination was illegal and void abinitio being against the provisions of the Act. Likewise, in ID No.109/2000, Mrs. Rekha versus Telecom, it is contended by Smt. Rekha that she was appointed as typist-cum-clerk on 04-09-1997 by the management of respondent and her services were terminated without any notice or one month wages in lieu of notice and without payment of lawful retrenchment compensation on 12-06-1998. Similarly, in ID No. 97/2000, Shri Pankaj Kumar versus Telecom, it is contended by Shri Pankaj Kumar that he was appointed as workman on 13-5-1997 by the management of respondent and his services were terminated without any notice or one month wages in lieu of notice and without payment of lawful retrenchment compensation on 5-3-1999.

All the four workmen have prayed for setting aside the termination order and for consequential order reinstating their services with other benefits.

The management appeared and opposed the claim of every workman by filing written statement. The management has challenged its industrial nature. It is also contended by the management that none of the workman was appointed in any of the capacity by the management. The services of every workman were provided with through contractor. The master servant relationship between the management and each workman has been disputed.

Both of the parties were afforded the opportunity for adducing evidence.

It is hereby made clear that evidence of each workman was separately recorded. Another Court witness Smt. Nirmal Kumari was also cross-examined for three workmen. On behalf of the management, evidence of two witnesses namely Shri Mani Lal and Shri Sunil were recorded. Evidence of WW2 Smt. Nirmal Kumari and both of the witness of the management was also ordered to be read over for all the references because same witness were named in the references and the matter was relating to the same office.

The management has filed the documents relating to supply of labour through contractor. Copy of the contract has been filed. Smt. Rama has filed as more as 11 documents. These are the photocopies of the some documents. The management was directed to file and provide with the original documents but management failed. In the file of Shri Sachin Dev the workman has filed as more as five documents but these documents does not figure the signatures of any official and name and seal of the office. It seems that all these documents have been maintained on plain sheet without mentioning the name of the office and as stated earlier, it does not bear the signatures or seal of the officer.

In the industrial dispute of Smt. Rekha no document was filed by Smt. Rekha.

The parties were heard at length. I have perused the entire materials on record. During arguments this fact came to the notice of this Tribunal that all the three workmen are daughters and Son of WW 2 Smt. Nirmal Kumari and she has deposed on behalf of all of his/her children.

From the pleadings and evidence of the parties, it is clear that the management has raised the issue of industrial nature of the management in pleadings. But thereafter, it has not been pressed. For ends of justice, it is hereby specifically mentioned that it is settled law of service jurisprudence that department of Telecommunication as per the definition of the industry mentioned in Bangalore Water, Supply & Sewerage Board case, is an industry.

As this issue has been raised in the pleadings and not pressed thereafter, elaborately definition of industry as mentioned in the said judgment of Hon'ble the Apex Court is not given. It is only mentioned that industrial nature of the management depends on the work entrusted to the workman and discharged by him. On the basis of the work claimed to be entrusted to and discharged by the workman, I am of the view that Telecommunication department is an industry.

If above principle is applied in all the industrial disputes and references, it is clear that in industrial dispute ID No. 93/2000, management has filed certain documents. The witness of the management has given very confusing evidence. Sometimes the witness has disposed that the documents are not the documents of the department but in the middle of the cross-examination he has admitted that documents are from his office. Considering the demeanor of the witness as well, I am of the view that documents filed by the workman are certainly related to the office she has claimed to work. In one of the documents at serial No. 1 her name is specifically mentioned as a daily wager who has assessed to Smt. Lovelin Goyal. Apart from it, the copies of the attendance register also prove that she has worked with the management as daily wager. Original documents were not filed by the management, reason knows to it. It is only stated that no document relating to the workman are available in the office as workman has not worked in the office as a daily wager. The documents filed by the workman, Smt. Rama, clearly establish that she has worked as a daily wager with the management. It is true that workman has to prove that she was working with the management as daily waged worker and has completed 240 days of work in the preceding year from the date of her termination. But it is the choice of the workman to prove this fact with the evidence and manner of his choice. If the workman opted to prove this fact by summoning documents from the custody of the management, she can do it according to law. The workman successfully established that she had worked as daily waged worker with the management but management has, in my opinion, withhold the original documents. The

workman Miss Rama by filing the copies of the documents has proved the master and servant relationship with the management. The documents proved beyond doubt that she had worked as a daily waged worker, under the administrative control of the management and was paid wages directly by the management. Reasons known to the management, it has withheld the original documents, copies of which have been filed by the workman. Accordingly, as per the settled law of service jurisprudence, adverse inference shall be taken against the management. The nature of adverse inference shall be that workman was directly working with the management and has completed 240 days of work in the preceding year from the date of her termination.

So far as the rest three workmen are concerned, they have failed to file any material documents relating to their services to establish the master servant relationship. In their case the management has also denied the availability of any documents.

The management has also relied upon the evidence of one Shri Sunil who claims to be the Manager of the contractor, supplying the contract labour to the management. In his cross-examination he has failed to prove the photocopies of the documents relating to the contract agreement. To my surprise, the management has tried to prove the photo copies without explanation regarding the original documents. Ultimately, photocopies have been prepared from the originals. This witness has categorically stated that he has joined the services on 24-4-1993. Before 24-4-1993 the services of Miss Rama were terminated. It has also been specifically stated by the witness Shri Sunil that he had no knowledge regarding any worker or any affair of the management prior to his joining the services with the contractor. The evidence of this management witness makes it clear that he has failed to prove even prima facie that services of the workman Miss Rama were provided with to the management through the contractor.

Accordingly, the case of Miss Rama is well established.

As stated earlier, that rest three workmen have failed to file a single document regarding their appointment with management as daily waged worker and payment of wages. It is the duty of each workman to prove that he/she was directly engaged by the management and was paid wages directly by the management. Oral contention of the workman will not be suffice to prove this contention. There is no material on record in all the three files of the workman to prove that they were directly engaged and paid wages by the management except their oral contention. Thus, there is a clear distinction between the case of Miss Rama and the case of the rest three workmen. Miss Rama has by filing certain documents proved that she was directly engaged as daily waged worker and paid wages by the

management. The management has failed to file the original documents for which the photocopies of which are provided with and supplied by the workman Miss Rama but in case of rest of the workmen namely Shri Sachin Dev, Miss. Rekha and Shri Pankaj, they have failed to establish the direct relationship with the management. Accordingly, Miss Rama have proved that she was appointed directly by the management and her services were terminated without complying with the provisions of the Industrial Disputes Act, as no notice, or one month wages in lieu of notice and lawful retrenchment compensation was paid before terminating her services. No doubt the management has also filed to prove that services of rest three workmen were provided with through the contractor, but the failure of the management to prove this contention can not be considered as presumption of proving the fact which are supposed to be proved by the workmen. At the cost of repetition, it is hereby made clear that it is the obligation of each workman to prove the alleged facts that they were directly appointed by the management, worked directly under the administrative control of the management and were paid wages directly by the management, which every workman failed to prove. For the reasons mentioned in the body of this award rest of the workman have failed to establish the above facts. There is no force in their contentions and accordingly, their claims are dismissed.

The management has raised one more issue that mother of Miss Rama, Shri Sachin Dev and Miss Rekha was the employee in the same office of the Telecommunication department. She has misuse her authority for getting their children appointed against the rules. Thus, Miss Rama, Shri Sachin Dev and Miss Rekha have no right to serve in the department. If any, workman has substantially worked with the department and has completed 240 days of work in the preceding year from the date of his/her termination the nature of his/her initial appointment is immaterial. The judicial conscious of this Tribunal can not be guided by the fact that a workman has succeeded in appointing her three kids in the same department. She was not in a position to engage them directly. Other officers of the department engaged them with or without the recommendation of mother of Miss Rama. This Tribunal shall confine itself whether there has been any violation of any provisions of the Industrial Disputes Act. It is clearly established that in case of Miss Rama the management has violated the provisions of the Industrial Disputes Act. Accordingly, Miss Rama is entitled for her reinstatement to the services on the same position she was working prior to her termination. It is hereby made clear that this reinstatement of Miss Rama has no concern with the regularization of her services; or her absorption into the services. Absorption or regularization is the prerogative of the management which can only be done as per rules. While answering this reference, this Tribunal can only protect the interest of the workman which is

protected by the Industrial Disputes Act i.e. right against the illegal termination. Accordingly, the management is directed to reinstate the services of the workman Miss Rama within one month from the date of publication of the award. The claim of rest of the three workmen are refused and dismissed. Let Central Government be approached for publication of the award, and thereafter, file be consigned to record room.

Chandigarh.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2010

**का.आ. 242.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिस्ट्रिक्ट मैनेजर, नागपुर टेलीफोन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/33/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-2010 को प्राप्त हुआ था।

[सं. एल-40025/12/2010-आईआर(डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2010

**S.O. 242.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/33/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of District Manager, Nagpur Telephones and their workmen, which was received by the Central Government on 28-12-2010.

[No. L-40025/12/2010-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/33/2002** Date: 16-12-2010

**Petitioner/ :** Shri Mohan Manohar Pophali,  
**Party No.1** R/o Pardi, Near Subhash Library,  
Post-Pardi, Bhandewadi,  
Nagpur and 16 others.

#### Versus

**Respondent/ :** The District Manager,  
**Party No.2** Nagpur Telephones,  
Saraf Chambers,  
Nagpur and 5 others.

#### AWARD

(Dated: 16th December, 2010)

The seventeen petitioners above named had filed writ petition No.1228 of 1986 before the Hon'ble High

Court at judicature of Bombay, Nagpur Bench at Nagpur impleading the District Manager, Nagpur Telephones and five others as respondents praying for the following reliefs :—

- “(i) To issue appropriate writ, direction or order against the respondent quashing the order of retrenchment issued by them with further directions to the respondents to reinstate the petitioners with continuity in service and full back wages;
- (ii) This Hon'ble High Court to further pleased to issue appropriate writ, order or direction against respondents directing them to pay salary to the petitioners equivalent to the salary of Class-IV employees from the date of their employment till date;
- (iii) That, this Hon'ble High Court be further pleased to grant such other reliefs as deemed just and proper in the circumstances of the case;
- (iv) That the casts of the petition be saddled on the respondents.”

The Hon'ble Court while disposing of the writ petition have been pleased to hold that, “petitioners have wasted 16 precious years in pursuing a wrong remedy. However, that cannot render them helpless, even though this Court cannot decide disputed facts, by taking evidence of the disputed facts. It has a power to remit the petition itself as a dispute to the Central Government Industrial Tribunal, Nagpur, which deals with the matter under Section 25-F of the Act, with direction to decide this petition, treating it as “Dispute”, as expeditiously as possible, within three months from the date of receipt of the record of this case and remitted the petition to this Tribunal for adjudication of the petition as a dispute to determine as to whether the termination of services of the 17 petitioners in the year 1986, was in violation of the agreement arrived at between the parties and what remedy or relief is available to the employees”.

It is necessary to mention here that the Hon'ble High Court first remitted the petition to Labour Court, Nagpur but subsequently in civil application No.1961/2002, the Hon'ble Court directed to remit the petition to this Tribunal for disposal and accordingly the Judge, First Labour Court, Nagpur sent the petition for disposal to this Tribunal, which was received on 5-6-2002, as appears from the record. However, the petitioners appeared before this Tribunal through their advocate only on 25-9-2002 and filed the statement of claim on 31-10-2002. Then the case was adjourned to 6-2-2003 and then to 7-5-2003 for written statement. Where after the post of the Presiding Officer remained vacant till 7-4-2004. On 1-6-2004, the written statement was filed. On 8-7-2009, the case was



closed and reserved for passing award. However, as the award was not passed by the previous Presiding Officer, the case was reopened on 13-9-2010 and after hearing argument afresh on 7-10-2010, the case was reserved for award.

2. According to the statement of claim filed by the petitioners, petitioners No.1 to 14 were engaged as Casual Labourers in Itwari Telephone Exchange by the orders of the Assistant Engineer cables (phones) and started working since January, 1985 and petitioners No.15 to 17 started working as casual labourers in the same exchange since September, 1985 and all of them had completed 180 days of work as casual labourers in the said department and though some other casual labourers engaged with them were taken in employment by the management of the Telephone Exchange, they were discriminated and were retrenched from service with effect from 1-3-1986 and as per the judgement of the Hon'ble Supreme Court dated 17-1-1986 in writ petition (civil) No. 59-60 and 563 to 70 of 1983 (Surendra Singh & others Vs Engineer in Chief, CPWD & others) all casual labourers, those who have completed more than 180 days of continuous service should not be kept unemployed and should be absorbed in regular employment as and when vacancies arise and all casual labourers should be paid equal pay admissible to Class-IV employees of the department as per the doctrine of equal pay for equal work and in consequence of the judgement of the Hon'ble Supreme Court, there

was a settlement between the Government of India representing the Telecom Department and the National Federation of Telecommunication on 10-2-1986 and it was agreed that all casual labourers working as on 7-5-1985 shall not be kept idle for entrusting any work on contract and if such casual labourer is rendered surplus due to no suitable work being available in the existing unit, they would be given an option for deployment in other units including other divisions and circles, where such work may be available but the party No.1(1) and his subordinate officers with mala fide intention and colourable exercise of powers vested in them verbally retrenched them from service w.e.f. 1-3-1986, which amounts to unfair labour practice and as such, it is necessary to set aside the order of retrenchment and their reinstatement in service with continuity of service and back wages like Class-IV employees and to give permanency in service. The petitioners have also given the period of engagement of each of the petitioners in detail in the statement of claim.

3. In their written statement, the management have pleaded inter alia that the prayers made in the writ petition No.1228/86 and the prayers made in the statement of claim are different in nature and the prayers so made are not justified, proper and legal considering the Government policy and statutory rules in force and as per the record available with them, the petitioners worked for the days as mentioned in the chart given below :—

Name of the Petitioner	Under AE Cables, Itwari Nagpur		SDOP, Itwari, Nagpur		AE Cables Main Nagpur		Total days of work done
(1)	1985	1986	1985	1986	1985	1986	(8)
1. Shri Mohan M. Pophali	Jan. - 16 Feb. - 28 Aug. - 06 Sept.-29 Dec.- 16	Jan. - 31 Feb.- 23	Oct. 31 Nov.- 30	- -	- -	- -	210 -
2. Shri Ganapati	Jan. -23 Feb.- 28 Aug. - 08 Sept.- 29	-	Oct.- 31 Nov.- 30 Dec.- 16	Jan.- 31- Feb.- 23	- -	- -	219
3. Shri Ramdas	Jan.-16 Feb.- 28 Aug.- 8 Sept.- 29	-	Oct- 31 Nov-30 Dec.-16	Jan.-31 Feb.-23	- -	- -	212
4. Shri Duryodhan	Feb.- 25 Sept.- 28 Oct.- 31 Nov.- 30 Dec.- 24	Jan.- 31 Feb.- 28	-	-	-	-	197
5. Shri Laxman Feb.- 28	Jan.- 20 Feb.- 23 Sept.- 23 Oct.- 31 Nov.- 29 Dec.- 19	Jan.- 31	-	-	-	-	204

(1)	(2)	(3)	(3)	(4)	(5)	(6)	(7)	
6.	Shri Suresh	Feb.-25 Aug.-08 Sept.-29 Oct.-31 Nov.-30 Dec.-22	Jan.-31 Feb.-23	-	-	-	-	199
7.	Shri Kawadu	Jan.-16 Feb.-28 Aug.-08 Sept.-29 Dec.-15	Jan.-31 Feb.-23	Oct-31 Nov-30	-	Mar-19	-	230
8.	Shri Sukhdev	Jan.-16 Feb.-28 Sep.-28	-	Oct-31 Nov-30 Dec-16	Jan-31 Feb-26	-	-	206
9.	Shri Bhanudas	Jan.-16 Feb.-28 Mar.-14 Aug.-8 Sept.-30	-	Oct-31 Nov-30 Dec-16	Jan-31 Feb-23	-	-	227
10.	Shri Vilas	Jan.-16 Feb.-28 Mar.-11 Sept.-27 Oct.-21 Nov.-29 Dec.-19	Jan.-31 Feb.-23	-	-	-	-	205
11.	Shri Ramchandra	Jan.-16 Feb.-28 Aug.-8 Sept.-30	Jan.-31 Feb.-23	Oct-31 Nov-30	-	-	-	204
12.	Shri Ashok	Dec.07 Jan.-16 Feb.-27 Aug.-08 Sept.-29	-	Oct-31 Nov-30 Dec-16	Jan-29 Feb-23	-	-	209
13.	Shri Pramod	Jan.-16 Feb.-28 Aug.-8 Sept.-29	-	Oct-31 Nov-30 Dec-16	Jan-31 Feb-24	-	-	213
14.	Shri Chudaman	Jan.-16 Feb.-28 Aug.-8 Sept.-29 Dec.-16	Jan.-31 Feb.-23	Oct-31 Nov-30	-	-	-	210
15.	Shri Sheshrao	Aug.-6 Sept.-30 Dec.-16	Jan.-31 Feb.-23	Oct-31 Nov-30	-	-	-	167
16.	Shri Gajanan	Sept.-28 Dec.-13	Jan.-31 Feb.-23	Oct-31 Nov-28	-	-	-	154
17.	Shri Subash	Sept.-29 Dec.-15	Jan.-31 Feb.-23	Oct-31 Nov-30	-	-	-	159

It is also pleaded by the management that none of the petitioners worked from April, 85 to July, 85 and none of them also completed 240 days of continuous work in the preceding year and only the service of casual mazdoors, who had completed 240 days or continuous work was not brought to an end and services of the petitioners and other casual mazdoors, who had not completed 240 days of continuous work in the preceding 12 calendar months were brought to an end and the judgement of the Hon'ble Supreme Court dated 17-1-1986, on which reliance has been placed by the petitioners is applicable to CPWD Department and not to their telecommunication departmental (at present B.S.N.L.) and their department has separate policy for regularization of casual labours based on the direction of the Hon'ble Supreme Court in SLP-SC-2342/87, which envisages regularization of Casual workers, who had worked continuously for 240 days in a calendar year of 12 months and the said scheme was applicable for absorption/regularization of casual workers, who were engaged prior to 1-4-1985 and as none of the Petitioners had completed 240 days of continuous work in the preceding years, they are not entitled to the benefit of the said scheme and as all the petitioners were not working from April, 1985 to July, 1985 and they were also not working in March, 1985 except Shri Kawadu, Shri Bhanudas and Shri Vilas, who also worked for 19 days, 14 days and 11 days respectively, the agreement dated 10-2-1986 is also not applicable to them as the said agreement clearly says that, "this will be applicable to casual labours working as on 7-5-1985, who had either employed through the employment exchange or had been exempted from the nomination to be obtained from the employment exchange" and the petitioners were not given any engagement or appointment orders at any point of time and they were not called for from employment exchange and they worked as and when work need basis and paid wages at daily wages basis and all the petitioners were engaged for specific work and period with clear understanding that after completion of the work, their service would be terminated and as such the petitioners are not entitled for any relief.

4. The Petitioners examined, Petitioner Shri Mohan M. Pophali only in support of their case. It is necessary to mention here that though affidavits of other 14 petitioners had been filed, the learned advocate for the petitioners declined their examination by filing a *pursis*. The management of Telecommunication examined one Shri Gopal Tansuge as Management Witness No.1 on their behalf. The witness for the petitioners has reiterated the facts mentioned in the statement of claim. Likewise, M.W. 1 has also in his evidence filed an affidavit reiterated the contents of the written statement. However, in his cross-examination, witness for the petitioners has admitted that they were working for laying the cables in cable department and the work was not of permanent nature and all the petitioners used to work as and when the work of laying cable was necessary and they were working as casual

worker and no written appointment orders were given to them and no work was entrusted to them except laying cables and they were paid daily wages basis.

The evidence of M.W.1, Gopal, Tansuji Badole has not been seriously challenged in the cross-examination.

5. On perusal of the statement of claim, the documents filed by the petitioners (Annexure 1 to 35), written statement and evidence of the witnesses of both the sides, it is found that none of the petitioners had worked for a total period of 240 days, what to say continuous service of 240 days. The details of the work done by the petitioners as furnished by the management in their written statement tally with the documents, Annexures 1 to 35, except the petitioner No.10, Shri Vilas. According to the statement of claim, petitioner No.10, Shri Vilas had worked for 260 days, but according to the written statement, Shri Vilas worked for 205 days. Annexures 19 to 20 have been filed by the petitioners to show that Shri Vilas worked for 260 days. However, on perusal of Annexures 19 to 20, it is found that in annexure - 20, the total days of work of Shri Vilas has been mentioned including the 55 days he worked in the months January to March, 1986 as mentioned in annexure 19 and as such, it is found that the claim of the management that Shri Vilas worked for 205 days is correct. It is also found from the record that none of the petitioners was engaged in work from April, 85 to July, 1985. It is also found that none of the petitioners worked for 180 days continuously either in the calendar year 1985 or in 1986.

6. The petitioners have claimed the reliefs basing on the judgement of the Hon'ble Apex Court passed on 17-1-1986 in writ petition (Civil) No.59-60 and 503-70/83, the settlement of agitation dated 10-2-1986 and circular No.10-4/83-R dated 26-7-1984.

So far the judgement of the Hon'ble Apex Court as mentioned above is concerned, the two writs had been filed by some daily wage workers of C.P.W.D., who had been so working for several years, demanding that they should be paid the same wages as permanent employees employed to do identical work. They had also stated that even if it is not possible to employ them on regular and permanent basis for want of a suitable number of posts, there is no reason whatsoever, why they should be denied equal pay for equal work. The Hon'ble Court allowing the writ petitions, directed the respondents to pay the petitioners and all other daily rated employees, the same salary and allowances as are paid to regular and permanent employees with effect from the date when they were respectively employed. The Hon'ble Apex Court have been pleased to observe that, "we hope that the Government will take appropriate action to regularize the services of all those who have been in continuous employment for more than six months. With respect, I am of the view that the judgement of the Hon'ble Apex Court has no application to the case of the petitioners as because, as already mentioned above that none of the petitioners



was in continuous service for six months. The petitioners have claimed that they are entitled to get the salary equivalent to Class-IV employees but it is clear from the evidence of WW 1 that all the petitioners were engaged for laying cables as daily wage worker and except laying of cable they were not doing any other work. So, there is no question of their doing equal work of Class-IV employees and therefore they are not entitled to equal pay.

Moreover, after the judgement of the Hon'ble Apex Court as mentioned above, where the bench strength of the Hon'ble Court was two, the judgement of the constitutional bench of the Hon'ble Apex Court in *Secretary, State of Karnataka & others Vs Umadevi & others* (A.I.R. 2006, Supreme Court, 1806) has been delivered, in which, it has been held by the Hon'ble Apex Court that :—

“Unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not be made permanent on the expiry of his term of appointment.

High Courts should acting under Art. 226 of the Constitution of India should not ordinary issue directions for absorption, regularization, or permanent continuance unless the recruitment itself was regularly and in terms of the constitutional scheme.

While directing that appointments, temporary or casual, be regularized or made permanent, courts are swayed by the fact that the concerned persons has worked for some time and in some cases for a considerable length of time. It is not as if the person who accepts an engagement either temporary or casual in nature is not aware of the nature of his employment. He accepts the employment with eyes open. It may be true that he is not in a position to bargain—not at arms length—since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who is temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment which is not permissible.

Those who are working on daily wages formed a class of themselves, they cannot claim that they are discriminated as against those who have been regularly recruited on the basis of the relevant rules. No right can be founded on an employee on daily wages to claim that

such employee should be treated on a par with a regularly recruited candidate and made permanent in employment even assuming that the principle could be invested for claiming equal wages for equal work”.

The Hon'ble Apex Court in Paragraph 45 of the judgement have also held that, “It is also classified that those decisions which run counter to the principle settled in this decision, or in which directions running counter to what we have here in will stand denuded of their status as precedents”.

In view of the principles enunciated by the Constitutional Bench of the Hon'ble Apex Court, the decision cited by the petitioners is also of no avail to them.

7. So far the agreement dated 10-2-1986 is concerned, in Paragraph 1 of the said settlement it has been specifically mentioned that the same will apply to casual labour working as on 7-5-1985. But unfortunately, the petitioners were not working with the management from April, 1985 to July, 1985 and as such, the said settlement is also not applicable to the petitioners.

So far the circular No.10-4/83-R dated 26-7-1984 is concerned the same was for the increase in rate of daily wages for casual, semi-skilled and skilled labourer and as such the same is not to the benefit of the petitioners.

In view of the discussions made above, I hold that the termination of service of the 17 petitioners was not in violation of the agreement arrived at by the parties. Hence, it is ordered : —

### ORDER

The termination of services of the 17 petitioners in the year 1986 was not in violation of the agreement arrived at between the parties and no remedy or relief is available to the petitioners.

J. P. CHAND, Presiding Officer

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

NAGPUR BENCH AT NAGPUR

WRIT PETITION NO. 1228 OF 1986.

1. Mohan S/o Manohar Pophali  
aged about 26 yrs.,  
occu. retrenched casual labourer  
R/o Pardi, near Subhash Library,  
Tahsil & Distt. Nagpur,  
Post Pardi Bhandewadi.
2. Ganpati S/o Sadashiv Choudhari  
aged about 20 years,  
occup. retrenched casual labourer,  
R/o Lalganj-Gujri, near  
Shivshankar Shukla's house,  
Nagpur-2.

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|---|--|
| <p>3. Ramdas S/o Santoshrao Thaokar, aged about 22 yrs., occu. retrenched casual labourer, R/o Nayapura, Ram Mandir, Near Gargi Shankar Mishra's House, Nagpur-2.</p> <p>4. Duryodhan S/o Dayaram Damke, aged about 28 yrs., Occu. retrenched casual labourer, Nandanvan Zopadpatti, Nagpur-9.</p> <p>5. Laxman S/o Bhagwan Tijare, aged about-21 yrs., occu. retrenched casual labourer, R/o Ajani Chuna Bhatti, in the house of Vasantrao Hallemare, Nagpur.</p> <p>6. Suresh S/o Dhondbaji Kamble, aged about years, accu. retrenched casual labourer, R/o Dasera Road, Mangpura, near the house of Harish More, M.L.A. Mahal, Nagpur-2.</p> <p>7. Kawadu S/o Dhondbaji Satpute, aged about 23 years., occu. retrenched casual labourer, R/o. New Subhedar Layout, Plot No 211, Nagpur-24.</p> <p>8. Sukhdeo S/o Shriramji Vaidya, aged about 24 years, occu. retrenched casual labourer, R/o Gandh1bag, Mahesh Bhawan, Nagpur-2.</p> <p>9. Bhanudas S/o Hariram Vaidya, aged about 25 years, occu. retrenched casual labourer, R/o Punapur, Post Pardi Bhandewadi, Tahsil and Distt. Nagpur.</p> <p>10. Vilas S/o Govindrao Hatwar aged about 22 years, occu. retrenched casual labourer, R/o.Darshan Colony, Quarter No.89, C/o Vinodrao G.Hatwar, Nagpur-9.</p> <p>11. Ramchandra S/o Anandrao Zanzad, aged about. 22 years, occu. retrenched casual labourer, R/o Chitnavispura, Tulsibagh Road, C/o Deorao Bhagat, Nagpur-2.</p> <p>12. Ashok S/o Ramaji Paunikar, aged about 24 years, occu. retrenched casual labourer, Balabhau peth, by the side of</p> | <p>Prajapati Flour Mill, Nagpur-17.</p> <p>13. Pramod S/o Santoshrao Thaokar, age about 20 years, occu. retrenched casual labourer, R/o Nayapura, Rammandir, near Gargi Shankar Mishra's house Nagpur-2.</p> <p>14. Chudaman S/o Pandurang Jibhkate, aged about 23 years, occu. retrenched casual labour, R/o Talpura, Pardi Bhandewadi, Nagpur-8.</p> <p>15. Sheshrao S/o Wasudeorao Nagrae, aged: about 22 yrs., occu; retrenched casual labour, R/o Bahadura, Umrer road, Tahsil and Distt. Nagpur.</p> <p>16. Gajanan S/o Santoshrao Sahare, aged: about 27 years, Occu. retrenched Casual labour, R/o Khairipura, Opp.K.P.Dubey's house, Nagpur-2.</p> <p>17. Subhash S/o Gunwantrao Chaurgade, aged about 24 years, occu. retrenched casual labourer, R/o Bhaldarpura, near Ramkrishna Rickshaw Garage, in the house of Haribhau Dhuv; Nagpur-18.</p> <p style="text-align: right;">... Petitioners</p> <p style="text-align: center;">VERSUS</p> <p>1. The District Manager, Nagpur Telephones, Saraf Chambers, Nagpur.</p> <p>2. Director of Telecommunication, Sanchar Bhawan, New Delhi.</p> <p>3. Secretary of the Ministry of Telecommunications, New Delhi.</p> <p>4. Sub Divisional Officer (Phones) Itwari, Nagpur.</p> <p>5. Assistant Engineer, Cables-II (Phones), Itwari, Nagpur.</p> <p>6. O. P. Gupta, Secretary General, National Federation of Telecommunications, 1, Birad Road, New Delhi.</p> <p style="text-align: right;">... Respondents</p> <p>Mr. Narayan Phadnis, Adv. for the petitioners</p> <p>Coram : V. G. PALSHIKAR and V. M. Kanade, J.J.</p> |
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Dated : 9th JANUARY, 2002

Date of Reserving the Judgment : 9-1-2002

Date of Pronouncing the Judgment : 14-1-2002

**JUDGMENT (Per : V. G. PALSHIKAR, J.)**

By this petition, the petitioners pray for the following reliefs :—

- “(i) To issue appropriate writ, direction or order against the respondent quashing the order of retrenchment issued by them with further directions to the respondents to reinstate the petitioners with continuity in service and full back wages;
- (ii) This Hon’ble High Court be further pleased issue to appropriate writ, order or direction against the respondents directing them to pay salary to the petitioners equivalent to the salary of class IV employees from the date of their employment till date;
- (iii) That, this Hon’ble High Court be further pleased to grant such other reliefs as deemed just and proper in the circumstances of the case;
- (iv) That the costs of the petition be settled on the respondents”.

(2) From the prayers quoted above, it is obvious that each of the prayers is such, as ought to have been made before the Labour Court or the industrial court under the Industrial and labour laws.

(3) Unfortunately, the petitioners have approached this Court directly. Unfortunately, the petition was admitted in spite of there exists an alternate remedy and it is pending in this Court for last 16 years. Had the petitioners approached the Labour Court in the year 1986, each of them would have had relief for at least on their claims adjudicated upon by a competent court by 1998. The present case is, therefore, a glaring example of unwarranted insistence of parties to approach High Court only and ignorance to the alternate efficacious remedy, created by the statute for specific purpose.

(4) If it is seen from the contentions raised in the petition, as also the reply filed the respondents, the petitioners’ claim that they have been unnecessarily retrenched and the retrenchment is in violation of the agreement between the Government and employees/union. It is also violative of the provisions of Section 25-F of the Industrial Disputes Act. By reply, the respondents have denied that any of the petitioners have completed the work with the respondent for more than 240 days continuously in one year, as contemplated by Section 25-F of the Act. In the face of this denial, the question as to whether factually 240 days are completed by each of the petitioner or not, will have to be adjudicated upon. Such

adjudication of disputed facts, in writ jurisdiction-is niether possible nor permissible. Similar is the case of contention regarding wilful violation of the bilateral agreement between the respondents and the employees’ union. Remedy for enforcement of such agreement squarely is provided under the said Act. Now, after 16 years, the question, as to whether the agreement is violated or not, cannot be gone into by this Court. Factually and effectively, therefore, petitioners have wasted 16 precious years in pursuing a wrong remedy. However, that cannot render them helpless, even though this Court cannot decide disputed facts, by taking evidence of the disputed facts. It has a power to remit the petition itself as a dispute to the Central Government Industrial Tribunal, Nagpur which deals with the matter under Section 25-F of the Act, with direction to decide this petition, treating it as Dispute, as expeditiously as possible, within three months from the date of receipt of the record of this case. We are fortified making such directions, while relegating the petitioners to the alternate remedy of dispute before the Central Government Industrial Tribunal, Nagpur under the Industrial Disputes Act, by the Judgment of the Supreme Court reported in 1996 Vol. 6 SCC 199.

(5) In the result, the petition is remitted to the Central Government Industrial Tribunal, Nagpur for adjudication of the petition as a dispute to determine as to whether the termination of services of the 17 petitioners in the year 1986, was in violation of the agreement arrived at between the parties and what remedy or relief is available to the employees. The learned Judge of the Central Government Industrial Tribunal, Nagpur is requested to take up the urgent hearing of the dispute any resolve the same, preferably within a period of three months, as aforesaid. Papers of this matter be remitted to the Central Government Industrial Tribunal, Nagpur immediately.

नई दिल्ली, 28 दिसम्बर, 2010

**का.आ. 243.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सब-डिवीजनल ऑफीसर, फोन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायलय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/209/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-2010 को प्राप्त हुआ था।

[सं. एल-40012/146/90-आईआर(डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2010

**S.O. 243.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No, CGIT/NGP/209/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers

in relation to the management of Sub-Divisional Officer, Phones and their workmen, which was received by the Central Government on 28-12-2010.

[No. L-40012/146/90-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER**

**CGIT-CUM-LABOURT COURT, NAGPUR**

**Case No. CGIT/NGP/209/2000**

Date: 13-12-2010.

Petitioner / Party No. 1 : Shri V. K. Sule,  
Organising Secretary,  
All India Telegraphs  
Engineering Employees  
Union Class-III,  
Trunk Exchange Branch,  
Amravati-446 601.

Versus

Respondent/ Party No. 2 : The Sub-Divisional  
Officer, Phones,  
Akola-444 001.

#### AWARD

(Dated: 13th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government vide its letter No.L-40012/146/90-IR(DU) dated 19-04-1991 referred the industrial dispute between the employers, in relation to the management of S.D.O. Phones, Akola and their workman, Shri Madhukar Vinayak Wakode (in short "the workman") to the Central Government Industrial Tribunal, Jabalpur with the following schedule for adjudication :—

"Whether the action of the management in terminating the services of Shri Madhukar Vinayak Wakode w.e.f. 1-10-89 is legal and justified? If not, to what relief the workman concerned is entitled?"

Subsequently as per order No.L-40012/146/90-IR(DU) dated 5-7-2000 of the Ministry of Labour and Employment, New Delhi the reference was transferred to this Tribunal (CGIT, Nagpur) for disposal according to law.

2. On receipt of the reference on 29-4-1991, the workman and the management were directed to file the statement of claim and written statement respectively and the case was fixed to 1-8-1991. Though the workman did not file his statement of claim, the management filed its written statement on 10-7-1991. However, the statement of claim was sent by the workman by post and the same was received by the C.G.I.T., Jabalpur on 20-8-1991. On 9-2-1996, the workman filed his evidence on affidavit. As on 10-4-1996, the management remained absent, order was passed to proceed with the case ex-parte and the case was

fixed to 14-6-1996 for argument. On 10-4-1996, the Tribunal also passed orders to issue notice to the management for final argument. As the post of the Presiding Officer, CGIT remained vacant, there was no progress in the case till 7-12-2000. Thereafter, the case was transferred to the CGIT, Nagpur for disposal according to law. It is necessary to mention here that though intimation from the Government of India vide letter No.L-40012/146/90-IR(DU) dated 5-7-2000 was received regarding the transfer of the case from CGIT, Jabalpur to CGIT, Nagpur on 18-8-2000, the record was received on 7-7-2004.

3. The workman submitted his statement of claim through his union pleading inter-alia that he was appointed as a casual mazdoor on 1-1-1983 by the Sub-Divisional Officer Telegraphs Khamgaon, who was working under the District Engineer, Telecom, Akola and he worked continuously up to August, 1989 and then he was deputed to work under the Sub-Divisional Officer, Phones, Akola and at Akola, he worked for 25 days w.e.f. 1-9-1989 and on 29-9-1989, he was asked by the Sub-Divisional Officer, Phones, Akola in writing to tender a written apology for his misbehavior with the Sub-Inspector of Phones and in case of non-submission of such an apology, then not to come to duty w.e.f. 30-9-1989 and in reply to the said letter, he denied the allegations and his involvement in any of the activities mentioned in the said letter and also demanded for making enquiry regarding the charges levelled against him and on 4-10-1989, he received another letter from the S.D.O., Phones in which, he was asked to submit his explanation within three days for instigating the other mazdoors and giving slogans against the officers and in the reply submitted by him on 4-10-1989 to the said letter, he denied all the allegations and as he did not receive any communication from the S.D.O., Phones and was not allowed to perform his duty, he made written applications on 13-10-1989, 19-10-1989, 20-10-1989, 21-10-1989, 23-10-1989 and 24-10-1989 to allow him to perform duty and on 11-11-1989, he also requested the Dist. Telecom Engineer in writing to allow him to work but he did not receive any reply, so he approached the ALC (C), Nagpur on 5-12-1989 for redress. It is also pleaded by the workman that he received a letter from the District Engineer, Telecom on 5-3-1990 about his remaining absent from duty on his own accord and that in case of his not submitting the written apology, then to terminate his service and such action of the management was mala fide and on 7-3-1990, he approached the S.D.O., Telephones for resumption of duty but the S.D.O. demanded for the written apology and when he told to have not committed any mistake or crime, he was not allowed to join duty even though he gave his resuming of duty in writing on 7-3-1990 to the S.D.O., Phones and the Dist. Engineer, Telecom and on the same day, he also intimated the management that he had never been absented from duties on his own accord, but he was not taken on duty and the Dist. Engineer, Telecom issued letter No. X. 12/Casual Mazdoor/11 dated 8-3-1990 to him demanding his written apology for his misbehaviour mentioning therein that unless the written apology is given, he would not be



taken on duty and such letter was issued, when the matter was pending before the ALC, Nagpur for consideration.

The workman has also pleaded that while terminating his service, management neither served any notice nor paid one month salary in lieu of such notice or retrenchment compensation as required by section 25-F of the Act and he was terminated from service on the basis of complaint without holding an inquiry into the charges which is illegal and unfair labour practice. The workman has prayed to set aside the order of termination of his service dated 29-9-1989 and to reinstate him in service in his original post with continuity of service and full back wage alongwith all other benefits.

4. In their written statement, the management has pleaded that there is no dispute between the management of S.D.O., Phones, Akola and A.I.T.E. Union, Amravati and A.I.T.E. Union, Akola only can represent the case on behalf of the workman and there was no termination of the workman at all by the management and he was asked not to attend duties till submission of a written apology, as complaint was lodged against him by a regular employee, who was a member of the union of Shri Wakode for abusing the officer-in-charge of the working party and the workman also instigated other mazdoors to shout slogans against the administration for three hours in front of divisional office and the Officers and staff were the witnesses to the scene and when the service of the workman was not terminated at all, there was no question of giving of one month notice and the workman remained absent on his own accord without paying any heed to the advice of the administration from time to time and as such, question of payment of back wages does not arise and as the workman committed grave offence, the management want to keep on record his misbehaviour and as he did not submit any written apology, he was not allowed to join duties and he had submitted a written apology, further complication would have been avoided and the management is ready to allow the workman to join duties subject to. the conditions of his submitting unconditional written apology for the misbehaviour as mentioned in Exts. 2 and 4 and on giving a written undertaking of not claiming wages from 1-10-1989 till the date of joining.

5. The workman examined himself as a witness in support of his case and reiterated the facts mentioned in the statement of claim. He also proved the documents filed by him as Exts. W -1 to W -19. The assertion of the workman has virtually remained unchallenged in the cross-examination. He has denied the suggestions given to him that he started behaving like union leader at Akola and in August, 1989, he demonstrated and instigated the workers against the officials and abused them and that he did not attend the work on his own accord.

The management examined one Ashok Kumar, a Senior TOA(P), who has admitted in his evidence given on affidavit about the engagement of the workman as a casual labour in the year 1983 under the S.D.O.(T), Khamgaon but denied that the workman worked continuously from 1983 to 1989. He has further stated that the workman was called

when required for casual work for specific period and he had never completed 240 days in one calendar year and he was disobedient, adamant and quarrelsome in nature. In his cross-examination, this witness has admitted the genuineness of the documents filed by the workman.

It is necessary to mentioned here that the evidence of M.W.1 that the workman did not continuously worked from 1983-89 and not completed 240 days in one calendar cannot be taken into consideration, in absence of such pleadings in the written statement. Moreover, the documents filed by the workman show that the said statements of M.W.-1 are not correct.

6. At this juncture, I think it necessary to mention that in their written statement, the management has mentioned that the workman was not terminated from service but he was asked not to attend duties unless he until the submission of the written apology as demanded in the letter calling for his explanation. However, from the documents filed by the parties and the pleadings of the parties it is found that the direction of the management asking the workman not to attend duties until submission of the explanation amounts to termination of the service of the workman.

7. In the written notes of argument, the learned advocate for the management has mentioned that the statement of claim has not been signed by the workman and the same has been signed by one Shri W.D. Mahure, the representative of the workman, who has no authority to sign the same. The said objection cannot be taken into consideration as such an objection was not taken by the management soon after filing of the statement of claim or in the written statement and more so, as this is a case of termination of service and the workman has appeared as a witness and reiterated the facts mentioned in the statement of claim, in his affidavit.

It has also been mentioned that as the workman did not submit any apology in writing, he was not allowed to join duties and it is clear from the evidence of M.W.-1 and from the cross-examination of the workman that he was a casual worker and he was not regularly appointed and not worked for 240 days in a calendar year and in view of the decisions of the Hon'ble Apex Court as reported in State of Karnataka Vs. Umadevi, 2006 Vol. IV, Supreme Court Cases, Page 1, Indian Drugs Vs. Workman, 2007 Vol. 1 Supreme Court Cases-408 and State of Karnataka Vs. G.V.Chandra Sekhar, 2009, Vol. IV, Supreme Court Cases-342, the workman is not entitled to any relief as claimed by him.

However, with respect, I am of the view that the decisions mentioned above have no application to the present case at hand in view of the peculiar facts and circumstances of the case, which are quite different from the facts and circumstances of the cases referred in those decisions and in view of the admission of the management that they are willing to take back the workman on duty, in case of his submission of a written apology and an undertaking for not claiming any wages from 30-9-1989 till the date of joining.

8. On perusal of the documents on record, it is found that though the management asked for the written apology of the workman for misbehaving with Umashankar, S.I, the alleged written allegation made by Umashankar was not supplied to the workman. When the workman denied the allegations and did not agree for submission of any written apology, the management remained adamant and did not allow the workman to join duties, in spite of his written request, even without making a formal enquiry to find out the correctness of the allegation made against him. Before this Tribunal also, the management did not examine the said Umashankar or any witness to such occurrence to prove the allegations. The written allegation submitted by Umashankar has also not been produced. Hence, I find that management failed to establish the allegations made against the workman and as such there is no question of the workman submitting any written apology.

9. In view of the evidence on record and the discussions made above, it is found that the action of the management in terminating the service of the workman, Shri Madhukar Vinayak Wakode w.e.f. 1-10-1989 is not legal and justified. Hence, it is ordered.

#### ORDER

The action of the management in terminating the service of the workman, Shri Madhukar Vinayak Wakode is not legal and justified. Hence the conditional termination order dated 29-9-1989 is set aside. The management through the Telecom District Engineer and Sub-Divisional Officer, Phones, Akola is directed to reinstate the workman in his original post with continuity of service.

So for the back wages is concerned, taking the facts and circumstances of the case into consideration, I think that payment of 20% of the back wages to the workman will meet the ends of justice. Hence, it is ordered that the workman be paid 20% of the back wages and other monetary benefits for the period from 1-10-1989 till the date of joining.

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2010

**का.आ. 244.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. एस. एन. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/76/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-2010 को प्राप्त हुआ था।

[सं. एल-40012/39/2005-आईआर(डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2010

**S.O. 244.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/76/2005) of the Central Government Industrial Tribunal-

cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BSNL and their workmen, which was received by the Central Government on 28-12-2010.

[No. L-40012/39/2005-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/76/2005**

Date : 9-12-2010.

Petitioner/Party No. 1 : Shri Pravin Madhukarrao  
Bhosale, Vishnu Nagar,  
Parbhani, Dist. Parbhani (M.S.).

#### Versus

Respondent/Party No. 2 The Telecom District Manager,  
Bharat Sanchar Nigam Ltd.,  
Parbhani, Dist. Parbhani (M.S.).

#### AWARD

(Dated: 9th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bharat Sanchar Nigam Ltd. ("BSNL" in short) and their workman, Shri Pravin S/o Madhukarrao Bhosale ("the workman" in short) for adjudication, as per letter No. L-40012/39/2005-IR(DU) dated 8-9-2005, with the following schedule :—

“Whether the action of the management of Bharat Sanchar Nigam Limited through the Assistant General Manager, BSNL, Parbhani in terminating the services of the workman Shri Pravin S/o Madhukarrao Bhosale w.e.f. 25-3-1994 when he was in the employment of Telecom Department is justified & legal and whether the management of BSNL is liable to grant relief of reinstatement in service to the said workman?”

2. On receipt of the reference, the workman and the management of BSNL were noticed to file their respective statement of claim and written statement, in response to which, the workman filed his statement of claim and the management of BSNL filed their written statement.

The workman has pleaded in his statement of claim that BSNL is an industry in accordance with the provisions of the Act and he was appointed by the Party No. 2, Telecom District Manager, BSNL, Parbhani in January, 1991 and thereafter he worked continuously till 25-3-1994, the date of his termination and he was carrying out the work of Trunk Carrier in the office of SDOP, Parbhani and getting monthly salary of Rs. 500 and there was no break of whatsoever in his employment and he was regularly working

as per the oral order and he applied for regularization of his service, so the Party No. 2 got annoyed and without following the provisions of sections 25-F and 25-G of the Act, terminated his service by an oral order and while terminating his service, neither retrenchment compensation nor any notice or in lieu of notice pay was paid to him and he had completed 240 days of continuous service in each and every calendar year with Party No. 2 and he was being paid the salary monthly and he was not served with any show cause notice or charge-sheet any time before or during his entire service period and it was obligatory on the part of the Party No. 2 to follow the mandatory provisions as provided under the Act, before termination of his service and the action of the Party No. 2 is illegal and a clear case of unfair labour practice and an experience certificate in his favour was given by the S.D.O., Phone, Parbhani on 25-3-1994 having the details of the working days preceding one year of the termination and from such certificate, it is clear that he had worked for 255 days during the said calendar year and the Junior Telecom Officer, Trunk Carrier, Parbhani has also issued an experience certificate in which it has been specifically stated that he had worked during the year 1991 and such documents are available in the office of the Party No. 2 and during the conciliation proceeding, the official of the Party No. 2, who had no knowledge about such facts, without verifying the official records denied such certificates and in the case of another similarly situated workman, Shri Shivaji Ranoji Adane in Reference No. CGIT 2/80/93, was allowed to be reinstated by the orders of this Tribunal and the management challenged the said order in writ petition No.439/97 before the Hon'ble High Court at Aurangabad and the same was disposed of on 12-8-2002, as the management of BSNL agreed to reinstate the employee and as such, the Party No. 2 should have suo motu reinstated him. The workman has prayed for his reinstatement with continuity of service and back wages.

3. The management of BSNL in their written statement have denied all the averments of the statement of claim filed by the workman, stating that the workman was not working in their establishment and he was not appointed in January, 1991 and that he did not apply for regularization of his service and that the workman had not worked for 240 days continuously in each and every calendar year and no experience certificate was given in his favour and the case of the workman in CGIT 2/80/93 is quite different, and has no bearing in this case and the same has been referred by the workman only to put pressure on this Tribunal and the workman is not entitled to any relief.

4. The workman examined himself as a witness in support of his claim and also proved the two experience certificate as Exts.W-6 and W-7 and the copies of the representation submitted to the authorities of the BSNL for his reinstatement as Exts.W-8 to W-16 and the copy of the application submitted to the Labour Commissioner as Ext.W-17. In his cross-examination, suggestions given by the management that Exts. W-6 and W-7 are not issued by Competent Authority and were issued on sympathy and

the correct working number of days is not written, have been denied by the workman.

5. It is necessary to mention here that though the evidence of one Shri Rout Ramarao Atmaram on affidavit was filed by the management of BSNL on 23-8-2007, the said witness was not presented for his cross-examination, though seven adjournments were given for the said purpose and as the said witness was not produced for cross-examination, on 8-10-2008 orders was passed to proceed further and case was posted for filing written notes of argument. After 8-10-2008 also, the management did not appear to file written notes of argument or for taking any action in the matter, so the case was posted for oral argument and as oral argument was also not done, the case was closed and reserved for award as per orders dated 10-3-2010. However, as no award was passed by my predecessor-in-office, the case was reopened as per orders dated 17-9-2010 and parties were noticed for hearing of oral argument on merit of the case afresh, for the interest of justice and the case was posted to 20-10-2010 for the said purpose. On 20-10-2010, the management of BSNL appeared through their advocate and filed the written notes of argument after service of copy to the other side and also filed a pursis to treat the written notes of argument as the oral argument. The advocate for the workman also filed a pursis to treat the written argument filed earlier as the oral argument. So, on 20-10-2010, the case was closed and again posted for award.

As the evidence of the management witness, Shri Raut Ramrao Atmaram has not been tested by cross-examination and the said witness was not presented by the management for cross-examination, his evidence cannot be taken into consideration.

No documentary evidence has been produced by the management in this case.

6. In the written notes of argument, the following grounds have been taken by the management for rejection of the claim of the workman.

- (i) The petitioner was neither engaged as a labour by the respondent nor he had completed 240 days of work within the calendar year.
- (ii) The name of the petitioner neither appeared on the muster roll nor under the head of salary.
- (iii) There are contradictions in the pleading of the petitioner in the statement of claim and the documents filed by him, so the claim of the petitioner is to be rejected.
- (iv) The respondent being a company, have rules and regulations for appointment and appointments are being done by issuance of documents and payment of salary or wages is also being done by obtaining the signature or thumb impression of the employee in the muster rolls and lists of workers and employees are also maintained by the respondent in accordance with law, but the said records do



not disclose the name of the petitioner in any capacity.

- (v) Authenticity of the two work done certificates is denied by the management and the same have not been proved in accordance with law and the same have not been issued officially and the same might have been issued in personal capacity and as such no reliance can be placed on the same.

In support of such contentions, reliance has been placed on the decisions reported in 2009(4) Mh.L.J. - 620 (State of Maharashtra Vs Ratan Budha Alam), 2009(1) Mh.L.J.-576 (Maharashtra State Road Transport Corporation Vs Ramabai Vijay Shende), 2009(5) Mh.L.J.-718 (Dena Bank Vs Ashraf Yunus Shaikh) and 2009(2) Mh.L.J.- 132 (Dnyandeo Vs Executive Engineer).

7. The workman in his written notes of argument has mentioned that Exts. 6 and 7 clearly prove that he worked under the Party No. 2 from 1991 to 25-3-1994 continuously and his service was terminated without following the mandatory provisions of the Act and termination of his service is illegal and as such, he is entitled for the reliefs claimed by him.

8. Before delving into the merit of the case, I think it proper to note in brief the principles enunciated by the Hon'ble Courts in the four decisions cited by the management. In all the decisions, the matter of consideration before the Hon'ble Courts was regarding the applicability and protection of section 25-F of the Act. It has been held by the Hon'ble Courts that when there is no evidence on record to show that the workman had worked for 240 days in the year immediately preceding the date of his termination, he is not entitled to protection and benefits under Section 25-F of the Act. So, keeping in view the principles enunciated in the decisions mentioned above, now, the present case at hand is to be considered.

9. First of all, I take of the contentions that the petitioner was never engaged by the Party No. 2 and he had never completed 240 days of work within the calendar year, the name of the petitioner neither appeared in the muster roll nor under the head of salary and authenticity of the two work done certificates is denied by the management and the same have not been proved in accordance with law and the same have not been issued officially and might have been issued in personal capacity and as such no reliance can be placed on the same.

The petitioner besides examining himself as a witness has relied on the two work done certificates, Exts. W-6 and W-7 in support of his claim. During the examination of the petitioner, Exts. W-6 and W-7 were proved. As already mentioned, during cross-examination of the petitioner, suggestions were given to the petitioner that those certificate were not issued by competent authority and were issued on sympathy and the correct number of working days has not been mentioned, which were denied by the petitioner. Those suggestions show that Exts. W-6 and W-7 are genuine certificates and the workman was working with the Party No. 2. The management did not examine the Junior Telecom, Truck Carrier, Parbhani and

the S.D.O. Phone to show that the certificates were issued on sympathy and not in the official capacity and the correct days of working has not been mentioned. Management also did not produce the master roll, list of workers and the pay roll of the concerned period to show that the name of the workman was not there, even though it has claimed that such documents are maintained by it. The assertion of the workman regarding his working with the Party No. 2 and was being paid Rs. 500 per month as salary has not been seriously challenged in the cross-examination. It is also well settled that the provisions of the Evidence Act are strictly not applicable to proceeding before the Tribunal. So, from the evidence on record including Exts. W-6 and W-7 and in absence of any rebuttal evidence from the side of the management and due to non-production of the relevant documents, it is held that the workman was working with the management of BSNL, Parbhani and he worked continuously for more than 240 days in the year immediately preceding the date of his termination and while terminating his service, the mandatory provisions of Section 25-F of the Act were not followed and as such, his termination by the oral order is illegal and is required to be set aside.

10. So far the contention that there are contradictions in the statement of claim and the documents filed by the petitioners is concerned, it has been mentioned in the written note of argument that "in letter dated 13-9-2000, the workman has mentioned that since 1995 he used to work through contractor and in the application dated 19-12-2008, he has mentioned that he is getting Rs. 800 per month and thus his stand is not inconformity with his case as per the pleadings and as such he looses to prove his case beyond reasonable doubt". However, I find that there is no force at all in the said contention, as the facts mentioned by the workman in the letters dated 13-9-2000 and 19-12-2008 are after his termination of service and he has mentioned about his working with a contractor at the rate of Rs. 800 per month since 1995, which have no connection with the stands taken by the workman in his statement of claim.

11. In view of the discussions and findings mentioned above, the workman is entitled to reinstatement in service with continuity. However so far the back wages is concerned, it is settled beyond doubt that it is necessary for the workman not only to plead but also to depose on oath that he was not gainfully employed. In this case, there is neither such pleadings nor such facts have been deposed on oath in the evidence of the workman. Rather, the documents filed by the workman show that he was employed gainfully after termination of his service. Hence, the workman is not entitled to any back-wages. Therefore, it is ordered :—

### ORDER

The oral termination of the service of the workman, Shri Pravin S/o Madhukarrao Bhosale w.e.f. 25-3-1994 is illegal and thus the same is set aside. The workman be reinstate in service in the post he was working or in any other equivalent post with continuity of service. However, the workman is not entitled for any back wages.

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2010

**का. आ. 245.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एन जी पी/80/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-10 को प्राप्त हुआ था।

[सं. एल-42011/50/97-आईआर (डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2010

**S. O. 245.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/80/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 28-12-2010.

[No. L-42011/50/97-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/80/2002

Date : 14-12-2010

**Petitioner/ :** The Secretary, C. P. W. D. Mazdoor  
**Party No. 1** Union, Nagpur Branch, Seminary  
Hills, Nagpur-440 006.

**Respondent/ :** The Superintendent Engineer  
**Party No. 2** (Electrical), Central Public Works,  
Deptt. B. No. 24/1, Civil Lines,  
Nagpur-440 001.

#### AWARD

(Dated : 14th December, 2010)

The Central Government in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), had referred the industrial dispute between the employers, in relation to the management of Supdt. Engineer (Electrical), Central Public Works Department, Nagpur and their workmen, Shri Sanjay Thakare & Shri Prakash Wankhede, as per letter No. L-42011/50/97-IR (DU) dated 03-07-1998 to the Central Government Industrial Tribunal, Jabalpur for adjudication with the following schedule :—

"Whether the action of the management of C. P. W. D. (Elect.), Nagpur through its Supdt. Engineer (Elect.) C. P. W. D. and Executive Engineer (Elect.) C. P. W. D. Nagpur in terminating the services of S/Shri Sanjay Thakare & Prakash Wankhede, w.e.f. 26-6-97, is legal & justified? If not, to what relief the said workmen are entitled?"

Subsequently the reference was received on transfer by this Tribunal (C.G.IT., Nagpur) for disposal in accordance with law.

2. On receipt of the reference, the workmen and so also the management were noticed to file their respective statement of claim and written statement, in response to which, only workman, Shri Prakash Wankhede filed the statement of claim through his union. Workman, Shri Thakare neither filed any statement of claim nor took part in the proceeding. The management of C.P.W.D. (Elect.) filed its written statement.

The case of the workman, Shri Prakash Wankhede (hereinafter referred to as "the workman"), according to the statement of claim is that he has read upto Class-VIII and he had registered his name in the Employment Exchange of Nagpur and initially he was appointed as a waterman in the C.P.W.D. (Electrical), Nagpur on 1-3-1988 for one year, as per order dated 23-3-1988 and while he was working as such, he was appointed as part time "Farash" with effect from 1-11-1988 and continued to work as the waterman-cum-part time Farash till 1-2-1998, barring the period from 1-6-1997 to 30-6-1997 and he was also engaged as Chowkidar, Peon and Khalasi at different times during the said period and ultimately his service was terminated with effect from 1-2-1998, as per order dated 12-6-1997 issued by the Executive Engineer (Elect.), Nagpur and no written order of termination was given to him and on the basis of the order dated 12-6-1997, he was orally terminated from service and the Government of India, Ministry of Home Affairs quoted a scheme of Regularization of Group 'D' employees as per the memorandum dated 21-3-1997 and he is also entitled to be regularized under the said scheme and in order to protect the services of the casual labourers, the Government of India introduced a scheme called "Casual Labourers (Grant of Temporary Status and Regularization) scheme, 1993 and as per the said scheme also he was entitled to be given temporary status."

The further case of the workman is that the Chief Engineer, West Zone-II C. P. W. D. called for certain information regarding daily rated workers engaged on muster roll and hand receipt work order and in response to letter dated 9-5-1997, the first Party No. 2 sent informations to the Chief Engineer as per letter dated 28-5-1997 and his name was also included in the said letter but the informations submitted were wrong and not as per the demand of the Chief Engineer and in view of such wrong informations, order was passed by the Chief Engineer for termination of his service and termination of his service is illegal, arbitrary and malafide and before termination of his

service, the mandatory provisions of Sections 25- F and 25-G were not followed and no seniority list of the workers like him prepared and displayed at any time in the notice board and no retrenchment compensation was paid and no notice was also served on him and he was working as Khalasi during the period from 1-3-1997 to 30-6-1997 and on 1-6-1997, he was directed to work at Nashik and accordingly he was transferred to Nashik and he went to Nashik and worked for 25 to 26. days and then his service was orally terminated as Khalasi w.e.f. 26-6-1997 but he continued to work as Farash and Waterman till 1-2-1998 and though he made representation for his reinstatement in service on 6-2-1998, the management did not take any action. The workman has prayed for his reinstatement and regularization of his service with continuity, back wages and all other consequential reliefs.

4. The management of C.P.W.D. in their written statement have pleaded that the applicant is not a workman and the applicant was engaged purely as a contingent labour for petty works like filling of drinking water in pots and he was engaged as part time Farash and to fill water in all coolers of the Division of Party No. 2 and was engaged for doing part time work and seasonal work and was paid from contingent amount for the period he worked with them and the scheme of the Government of India called as "Casual Labours (Grant of Temporary Status & Regularisation) Scheme of Government of India 1993 is not applicable to the applicant, as he did not fall under the category and the applicant at no point of time had continuously worked for 240 days in one calendar year and as such the case of the applicant was not covered under the said scheme and as the applicant was not a Group 'D' employee, the scheme of the Government of India for regularisation of Group "D" employee issued vide OM dated 21.3.1979 was not applicable to him and the Chief Engineer (WR) called for informations regarding daily rated workers engaged on muster roll and hand receipt work order in C.P.W.D. and accordingly, the Superintending Engineer vide letter dated 28-5-1997 submitted the details of such workers and the Chief Engineer directed to discontinue the services of the applicant w.e.f. 1-2-1998 and accordingly the services of the applicant was discontinued orally w.e.f. 1-2-1998 and the oral discontinuance of the applicant is not illegal and arbitrary and it was agreed by the applicant at the time of giving him work that he would be engaged as and when work would be available and no appointment order was issued in favour of the applicant at any time.

5. Both the parties adduced oral and documentary evidence in support of their respective stands. The applicant has examined himself as a witness in support of his stand and reiterated the averments content in the statement of claim. On behalf of the management, one Shri Murali Ladharam Assudani has been examined as M.W-I. He has stated that the applicant was engaged purely as a contingent labour and he was a part time casual labourer and he never worked continuously for 240 days in any calendar year.

6. It is necessary to mention here that on 5-7-2006, the management filed a petition for dismissal of the reference stating there in that the Party No.1 was holding a Civil post and as such, the reference u/s 10 of the Act is not maintainable and the Central Administrative Tribunal is the only forum to adjudicate the present dispute and this Tribunal has no jurisdiction to adjudicate the present dispute and as the party No.1 was employed as a casual labour, as per the judgement of the Hon'ble Apex Court as reported in State of Karnataka Vs Umadevi (AIR 1996 S.C-1806), the casual labour have no right to claim reinstatement and regularisation and on that ground also the reference is to be dismissed. However, order was passed by this Tribunal for disposal of the said petition at the time of final disposal of the reference.

7. At the time of argument, it was submitted by the learned advocate for the management that the reference is not maintainable as the statement of claim has been filed by the Central Public Works Department Mazdoor Union on behalf of the workman, which has no role to play in disengagement of the workman. It was further submitted that it is clear from the evidence that the workman was engaged as a daily rated worker w.e.f. 1-3-1988 temporarily and the workman has admitted in his cross-examination that he had not worked for 240 days in a calendar year and he was paid on daily wages basis and as such, applying the principles enunciated by the Hon'ble Apex Court in State of Karnataka Vs Umadevi (supra) to the present reference, the same is to be dismissed and the schemes referred to by the workman are not applicable to him.

However, at this juncture, it is necessary to mention that on perusal of the evidence of the workman, it is found that the workman has nowhere in his evidence has admitted that he did not work for 240 days in a calendar year. Rather he has denied the suggestion given by the management in his cross-examination about his not working for 240 days continuously in any calendar year by saying, "It is not true that I have never worked 240 days continuously in any calendar year". Hence, the submission made by the management that the workman has admitted that he has not worked for 240 days in any calendar year is not true.

8. On the other hand, it was urged by the learned advocate for the workman that the workman is a workman as defined u/s 2(S) of the Act and as such, the reference is maintainable and this is a case of termination of service of the workman and the union of the workman espoused the cause of the workman and the workman has been examined as a witness and supported the claim and as such the reference is maintainable. Further submission was made by the learned advocate for the workman that the workman was working under the management of the C.P.W.D. continuously from 1-3-1988 till 1-2-1998 in different capacity and as such, the termination of his service without following the mandatory provisions of Sections 25- F and 25-G is illegal and as such, the workman is entitled for the



reliefs claimed by him. In support of such contentions, the learned advocate for the workman placed reliance on the decisions reported in 2010 11 CLR-1 (Anoop Sharma Vs. Executive Engineer, Public Health Divisions No.1, Panipat) and 2008 111 CLR-588 (Division Manager, New India Assurance Co. Ltd Vs. A. Shankeralingam). I think it necessary to mention here that though in the written notes of argument, the learned advocate for the workman had mentioned to have relied on the decisions reported in 2008 11 CLR - 147, 2008 (2) AIR B.R. 132 and 2008 11 MLJ - 198, the said decisions were not filed for perusal and as such, the same could not be referred in this award.

In the decision reported in 2008 111 CLR-588 (supra), the Hon'ble Apex Court have held that part time worker is also a workman u/s 2(s) of the Act and he is entitled to the benefit of Section 25-B and 25-F of the Act.

In the decision reported in 2010 11 CLR-1 (supra) the Hon'ble Apex Court have held that, "It is very well settled that one month's notice and compensation as per Section 25-F(a) and (b) has to be given to the workman, before he is asked to go".

It is also necessary to mention here that in both the decisions, on which reliance has been placed by the learned advocate for the workman, the Hon'ble Apex Court after analysing the provisions of Sections 25-B and 25-F of the Act have held that no workman employed in any industry who has been in continuous service for not less than one year under an employer can be retrenched by that employer until the conditions enumerated in clauses (a) and (b) of Section 25-F of the Act are satisfied.

So keeping in view the principles enunciated by the Hon'ble Apex Court in the above two decisions and so also in the decision of State of Karnataka V/s Umadevi on which reliance has been placed by the management, the present case at hand is to be considered.

9. Applying the principles laid down by the Hon'ble Apex Court in 2008 111 CLR-588 (supra), I hold that there is no force in the contention raised by the management that the petitioner is not a workman. It is also found from the record that though the statement of claim has been filed by the union, the reference is maintainable, as this is a case of termination of service and the workman in support of such claim has taken part in the proceeding and has examined himself as a witness.

10. Section 25-B of the Act provides the definition of continuous service, which reads as follows :—

“(1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or

six months, he shall be deemed to be continuous service under an employer— (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—(i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than — (i) ninety five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case”. A bare perusal of the two definitions would reveal that their applicability is not limited to only full time employees but all that is required is that the workman claiming continuous amongst others laid down in the two provisions, so as to seek the shelter of Section 25-F.

11. In this case at hand, in his cross-examination, the workman has admitted that he had not given any interview and his name was not sponsored by the Employment Exchange. It is also found that though he has claimed that the office order dated 23-3-1988 is his appointment order, on perusal of the said document, it is found that the same is an office order about sanction of fund from the contingency fund for engagement of workman from 1-3-1988 to 28-2-1989 and not an appointment order.

Though the workman has claimed that he worked continuously from 1-3-1988 to 1-2-1998 barring the period from 1-6-1997 to 30-6-1997, the details of the working days furnished by the workman in the statement of claim, in his evidence on affidavit and the documents filed by him are against such claim. It is clear from such materials that the workman did not work for the period from 16-6-1992 to 1-8-1993, 1-9-1993 to 31-12-1993, February 94 to 10-11-1996, 1-12-1996 to February, 97 and from June, 1997 to 1-2-1998. The documents filed by the workman also show that his engagement in different categories of work was purely temporary basis and intermittently. The engagement of the workman was also made at different times, on the basis of fresh office orders.

It is clear from the provisions of Section 25-B of the Act that a workman is said to be in continuous service of one year, if he during a period of twelve calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than 240 days, in any other case, except in the case of a workman employed below ground in a mine, in which case the working days should be 190 days. In this case, the workman has admittedly not worked for 240 days during the period of twelve calendar months preceding 1-2-1998.

At this juncture, it is necessary to mention the principles enunciated by the Hon'ble Apex Court in this

regard as reported in AIR 1963 S.C. - 1914 (Sur Enamel and Stamping Works Ltd. V/s Workmen). The Hon'ble Apex Court have held that: "When a temporary employee is reappointed on a fresh basis, then his previous service cannot be taken into consideration. When after reappointment the temporary employees worked for less than 11 months then even though they might have worked for more than 240 days, they do not satisfy the requirements of Section 25-B and Section 25-F is not applicable".

The above principles are squarely applicable to the present case at hand, as the workman has not satisfied the requirements of Section 25-B, the provisions of Section 25-F is not applicable to him. As there is also no pleading that the management of C.P.W.D. had proposed to take any retrenched worker to employment, the question of compliance of Section 25-H also does not arise.

So far the question of application of the two schemes as mentioned in the statement of claim is concerned, documents regarding the same have not produced before this Tribunal. The workman has claimed that he is entitled to get the benefits of those two schemes but the management has claimed the same not to be applicable. As the workman had claimed benefits under the said schemes, it was required for him to produce the documents of the same. In absence of the documents in that regard, it cannot be found that the workman is entitled for benefits under the said two schemes. In view of the materials on record and the discussions made above, it is ordered :-

### ORDER

The action of the management of C.P.W.D. (Electrical), Nagpur through its Superintendent Engineer (Electrical), C.P.W.D. and Executive Engineer (Electrical), C.P.W.D., Nagpur in terminating the service of Shri Prakash Wankhede w.e.f. 26-6-1997 is legal and justified and the workman is not entitled for any relief.

So far the workman, Shri Sanjay Thakare is concerned, as he neither filed any statement of claim nor contested the reference, it is ordered that the action of the management of C.P.W.D. (Electrical), Nagpur through its Superintendent Engineer (Electrical), C.P.W.D., and Executive Engineer (Electrical), C.P.W.D. Nagpur in terminating the service of Shri Sanjay Thakare w.e.f. 26-6-1997 is legal and justified and the Workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2011

**का. आ. 246.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सी जी

आई टी/एल सी/आर/83/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-10 को प्राप्त हुआ था ।

[ सं. 40012/58/98-आईआर (डीयू) ]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2011

**S. O. 246.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award ( Ref. No. CGIT/LC/R/83/99) of the Central Government Industrial Tribunal-cum- Labour Court, Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Department of Post and their workmen, which was received by the Central Government on 28-12-2010.

[ No. 40012/58/98-IR (DU) ]

RAMESH SINGH, Desk Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**No. CGIT/LC/R/83/99**

Presiding Officer : Shri Mohd. Shakir Hasan

Shri Khalil Ahmed,

S/o Rafi Ahmed,

Sipoy Mohalla, Old Shivpuri,

Shivpuri

... Workman/Union

VERSUS

Chief Post Master General,

Deptt. of Post, M. P. Circle,

Hoshangabad Road, Bhopal

... Management

### AWARD

Passed on this 6th day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-40012/58/98-IR (DU) dated 4-2-99 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Chief Post Master General in terminating the services of Shri Khalil Ahmed is legal and justified? If not, to what relief the workman is entitled?”

2. The workman appeared in the reference on 11-11-99, 20-9-05 and 31-1-06 but did not file statement of claim. Lastly the then Tribunal proceeded ex parte against the workman on 5-3-08.

3. The non-applicant/management also appeared in the case. It is submitted on behalf of the management that

the workman has not filed any claim in the reference and therefore there is no dispute between them. The management is not inclined to file any Written Statement in absence of statement of claim. This shows that this is a case of no dispute. Accordingly the reference is answered.

4. In the result, no dispute award is passed without any costs.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2010

**का. आ. 247.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल कैटल ब्रिडिंग फार्मस् के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या 24/06) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-10 को प्राप्त हुआ था।

[सं. एल-42012/101/2000-आईआर (डीयू)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2010

**S. O. 247.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/06) of the Central Government Industrial Tribunal-cum - Labour Court, Jaipur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Central Cattle Breeding Farms and their workman, which was received by the Central Government on 28-12-2010.

[No. L-42012/101/2000-IR (DU)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

**Present :** N. K. PUROHIT, Presiding Officer

I. D. 24/06

**Reference No. L-42012/101/2000-IR (DU)**

Dated : 29-12-2005

Shri Shrawan Kumar

C/o Shri J. S. Yadav

Lila Chowk, Purani Abadi,

Sri Ganganagar.

V/s

The Director Central Cattle Breeding Farm

Suratgarh.

**AWARD**

3-12-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication which runs as under :—

“Whether the action of the Director of Central Cattle Breeding Farms, Suratgarh is justified in terminating the services of the workman Shri Shrawan Kumar, Chowkidar w.e.f. 21-10-88 ? If not, to what relief the workman is entitled and from what date ?”

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties. On perusal of the record, it appears that claim statement was filed on behalf of the workman on 22-7-2006 and the management filed their reply on 18-10-06. It also appears from the proceedings of the case that on 4-6-10 the representative on behalf of the workman sought time for evidence of the workman but on the next date i.e. 4-8-10, none appeared on behalf of the workman, therefore, order for ex-party proceedings was drawn against the workman. It further reveals that the case was posted on 28-9-10 and 30-11-10 the management evidence. On 30-11-10 the learned representative on behalf of the management submitted that no evidence had been adduced by the workman, therefore, “No Claim Award” may be passed against the workman. The management has also not adduced any evidence in support of its case.

3. Under these circumstances, only claim statement and reply are on the record. In reply, the management has disputed the averments made by the workman in his claim. There is no other material on record to adjudicate the reference on merits. It appears that the workman is not willing to contest the case further. Therefore, “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 2010

**का. आ. 248.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण दिल्ली के पंचाट (संदर्भ संख्या 14/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-10 को प्राप्त हुआ था।

[सं. एल-12012/92/2003-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th December, 2010

**S. O. 248.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award ( Ref. No. 14/2004) of the Central Government Industrial Tribunal-Cum-Labour-Court 1, Delhi as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 29-12-2010.

[ No. L-12012/92/2003-IR (B-I) ]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER**

**CENTRAL GOVT. INDUSTRIAL TRIBUNAL No. 1,**

**KARKARDOOMA COURTS COMPLEX**

**DELHI**

**I. D. No. 14/2004**

Shri Harjinder Singh S/o Shri Nahar Singh,  
207/9 Prakash Mahalla, Garhi,  
New Delhi - 110024.

...Workman

**Versus**

The Deputy General Manager ( I ),  
State Bank of India,  
Zonal Office-I, II- Parliament Street,  
New Delhi - 110001.

...Management

**AWARD**

A scheme, for creation of messengerial positions-identification of vacancies of various branches/offices-, eligibility criteria for consideration of ex temporary employees/daily wagers for permanent appointment, testing their suitability for appointment and preparation of panels for that purpose, was formulated by the State Bank of India (hereinafter referred to as the bank) in view of Bipartite Settlements entered into between the bank and All India State Bank of India Staff Federation (hereinafter referred to as the federation) on 17-11-87, 16-7-88, 27-10-88, 9-1-91 and 30-7-1996. It was further provided in those settlements that a panel of the selected candidates would be prepared for filling up of vacancies arising upto 31st of December, 94 and appointment against such vacancies would be over by 31st of March, 97 and the panel so prepared would expire thereafter. Shri Harjinder Singh (hereinafter referred to as the claimant) was engaged as a casual labour at R. R. Lajpat Nagar branch of the bank from 1st of January, 1991 till 31st of July, 1991 for 78 days. In pursuance of the scheme, referred above, the bank conducted interview in June, 1992 in which 398 candidates were called to fill in 375 vacancies,

which existed in June, 1992. Claimant was called for interview but not declared suitable. However, 301 candidates were selected and appointed. In January, 1994 74 candidates- who were declared unsuitable in the interview referred above, were called for re-interview, out of whom 34 candidates were selected for appointment. The claimant was not called for re-interview. He smelt rat in the procedure adopted by the bank- when candidates were called for re-interview and raised an industrial dispute. Since the bank did not yield to his demands conciliation proceedings failed. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No. L-12012/92/2003-IR(BI), New Delhi dated 8-3-2004, with following terms:-

"Whether there is violation of Bipartite Settlement dated 27-10-88 and 9-1-90 between the State Bank of India and All India SBI Staff Federation in preparing the panel of candidates and re interviewing a few unsuitable candidates of first interviewed on 15-1-94 and 19-1-94 to the exclusion of others? If so, to what relief Shri Harjinder Singh is entitled to and from what date?"

2. Claim statement was filed by the claimant pleading that he was engaged in sub cadre by the bank at its R. R. Lajpat Nagar branch from 1-1-91 to 31st of July, 91 for a period of 78 days. In view of settlements entered into between the bank and the federation on 27-10-88 and 9-1-90, daily wager employees were to be eligible for permanent appointment, provided they have completed minimum 30 days temporary service during 1-7-75 to 14-8-91. Since he rendered minimum required temporary service with the bank, he was called for interview at Delhi Zonal Office on 10-6-1992. His interview was very good, since his work and conduct was excellent during temporary service rendered by him with the bank. He projects that the interview was only a routine matter and daily wagers were to be empanelled and absorbed permanently in service according to length of service rendered by them, as and when vacancies were to accrue. After interview neither panel of successful candidates was displayed nor he was advised having been found unsuitable for the job. He approached authorities continuously, who told that he would be absorbed as and when vacancies would be received from the Central Office. According to him, panel was prepared on the basis of length of service rendered by temporary/casual employees. Panel was kept secret for mala-fide considerations. After 18 months of the interview, the bank re-interviewed/ reviewed cases of some of the candidates who were found unsuitable. The bank had absorbed some of the candidates who had hardly put in 30 days service. Persons, junior to him in service and failed in interview, were absorbed in service out of the way. All of a sudden about 200 persons were appointed by the bank by making deletions and



additions in the panel. Bank violated provisions of Bipartite Settlements, referred above. He claims that action of the bank may be declared illegal and he be absorbed permanently in service of the bank with effect from the date when re-interviewed candidates were absorbed permanently. He claims exemplary cost in his favour.

3. Preparation of the scheme for creation of messengerial positions, identification of vacancies at various branches, eligibility criteria for consideration of temporary employee/daily wage for appointment in the bank, testing their suitability and preparation of panel, in pursuance of settlements dated 17-11-87, 16-7-88, 27-10-88, 9-1-91 and 30-7-96 have not been disputed by the bank, in its written statement. Bank asserts that panel was to be used for filling up vacancies arising upto 31-12-94 and process of appointment was to last upto 31-3-97. The panel was to expire thereafter.

4. Engagement of the claimant at R. R. Lajpat Nagar Branch of the Bank, for 78 days in 1991 is not a matter of dispute. It is also not disputed that he was called for interview in June, 1992 but was found unsuitable for permanent appointment in the bank. 398 candidates were called for interview, out of whom 301 were selected. The bank does not dispute that in January, 94, 74 candidates were re-interviewed, out of whom 34 candidates were selected for permanent appointment. It is also not a matter of dispute that the claimant was not called for re-interview. Bank projects that the panel, so prepared was displayed on the notice board. It is disputed that length of service was the criteria for preparation of panel. Bank had denied that two years later 200 persons were appointed out of the panel so prepared. It has been agitated that bald and wild allegations were paid by the claimant. Bank attacks the claim pleading that an individual dispute has been raised which makes the reference invalid, for want of valid and proper espousal by a recognized union of the establishment of the bank. According to bank, a claim, relating to violation of Bipartite Settlements, can be espoused by the union only. Without espousal of the claim by a recognized union, the reference is liable to be rejected. It is asserted that claim is without any basis, hence it may be dismissed.

5. Claimant has examined himself as well as Shri J. N. Kapoor in support of his claim. Shri Ujwal Mishra was examined by the bank in support of its defence. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri J. N. Kapoor, authorised representative, advanced arguments on behalf of the claimant. Shri J. Buther, authorised representative, raised his submissions on behalf of the bank. Written submissions were also filed by the claimant. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :

7. Harjinder Singh unfolds that he joined service of the bank on 1-1-91 as a daily wage. He was paid @ Rs. 20 per day. On 2nd of June, 92 he was called for an interview by the bank for absorption in its services as a regular sub staff. Circulars were issued by the bank laying down guidelines for absorption of casual/temporary employees. Ex. W 1 is the list of successful candidates declared by the bank in respect of interview held from 1-6-92 to 11-6-92. Persons who had rendered 30 days temporary service with the bank were called for interview. Recruitment to the post of messenger/general attendant was to be made by the bank in accordance with the guidelines laid in circular Ex. WW1/1 and its annexures, which are Ex. WW1/2 to Ex. WW1/9. List Ex. W1 was not displayed by the bank at the notice board. Though he appeared for interview, yet he was not informed about the result. When more than 200 candidates were given appointment in pursuance of the interview referred above, he came to know that he was not declared successful. He approached head office of the bank and came to know that some of the candidates were re-interviewed and selected. He was assured that as and when there would be vacancy an appointment letter would be issued to him. However, no letter was issued in his favour. During the course of conciliation proceedings, he came to know that the persons who were having equations with senior officers of the bank were re-interviewed and selected. He was not called for re-interview. He wrote a letter to the Deputy General Manager asking for his appointment, which letter is Ex. WW1/10. Persons who had rendered less service than him with the bank were re-interviewed and appointed. He filed his claim before the Conciliation Officer in the year 2001. Persons who were selected and appointed by the bank against the post of messenger/general attendant were absorbed two years thereafter.

8. Shri J. N. Kapoor swears in his affidavit Ex. WW2/A that he was employed in the bank and superannuated on 31-5-94. He was General Secretary of State Bank of India Staff Association before his retirement. At present he is General Secretary of All India Staff Bank Association ( in short the Association). He is still representing bank employees before the authorities as General Secretary of the Association. He unfolds that in terms of agreements dated 28-10-98 and 9-1-91 and circulars dated 6-4-91 and 14-8-91 daily wage employees and/or temporary employees were to be eligible for permanent absorption in the bank provided they have completed 30 days aggregate service in any calendar year or a minima of 70 days aggregate service in any continuous block of 36 calendar months during 1-7-75 to 14-8-91. He unfolds that he represented the claimant before Assistant Labour Commissioner and as such he is conversant with the facts of the case. The candidates, not found suitable for permanent absorption by interview committee, were required to be advised in that regard but the bank had neither intimated them after their first interview nor after

re-interview, taken from 15-1-94 to 19-1-94. The interview board neither had any authority to review the result of the candidates who have failed nor it acted bonafidely while relieving the result. The board acted partially and in unfair manner and converted unsuitable candidates as suitable for malafide considerations. There was no fresh material available before the board to review their own adverse remarks and delete the same.

9. Shri Kapoor has demonstrated as to how four persons, who rendered less service than the claimant and declared unsuitable, were re-interviewed and declared suitable for appointment to the post of messenger/general attendant. According to him, temporary employees were not to be declared unsuitable. They were liable to be empanelled and absorbed permanently, according to length of temporary service in descending order, subject to availability of vacancies. The board had not given any marks to the candidates but only opined them as suitable or unsuitable. Certified copy of note dated 3-12-92 for re-interview, certified copy of settlement showing result after re-interview, photo copy of Gazette of India dated 12-5-2007 and photo copy of Gazette of India dated 10-8-74 are relevant for the case. Bank had not followed procedure laid down in Bipartite Settlements referred above. There was no provision for review of result in those Bipartite Settlements. Power of review was not available to the board. Re-interview of the candidates who were found unsuitable and their selection is against the spirit of law.

10. Ujwal Mishra swears in his affidavit Ex.-MW1/A that Bipartite Settlements dated 17-11-87, 16-7-88, 27-10-88, 9-1-91 and 30-7-96 provide a scheme for creation of messengership positions, identification of vacancies at various branches/offices, eligibility criteria for consideration of ex-temporary employees/daily wagers for their permanent appointment in the bank, testing their suitability and preparing a panel for that purpose. It has further been provided that the panel will be used for filling up vacancies arising up to 31-12-94 and appointment against such vacancies were to be over by 31-3-97 and panel was to expire thereafter. He projects that in 1992 interview was conducted, in which the claimant appeared on 10-6-92. He was found unsuitable for appointment. 398 candidates were called for interview for filling up 375 vacancies, out of whom 301 candidates were declared suitable. In January, 94, 74 candidates declared unsuitable, were called for re-interview and 34 were found suitable at that juncture.

11. He projects that a panel of successful candidates was formed and recruitment was made according to available vacancies. The panel finally exhausted in 1997. List of selected candidates was displayed on notice board after the interview. He concedes that circular Ex. WW 1/1 was issued by the bank, which was implemented by various Zonal Offices. He further

concedes that result declared in 1992 was reviewed in January, 1994. Result of the candidates, who could not qualify in June, 1992, was reviewed in January, 1994. According to him circular Ex. WW 1/1 nowhere puts any restriction for review of result. He unfolds that he could not lay his hands on any criteria on which suitability of a candidate for appointment was decided at the time of re-interview/review. He could not specify whether categorywise merit list was prepared or not. He could not lay his hands on merit list, prepared at the time of re-interview. According to him, marks were not awarded to the candidates in the interview and it was simply mentioned that they were found suitable or not.

12. When facts unfolded by the claimant. Shri Kapoor and Shri Mishra are appreciated, it came to light that 398 candidates were interviewed for filling up 375 vacancies of messenger/general attendant. Claimant was one of the candidates, who appeared in the interview. He was declared unsuitable. In January, 1994, result of 74 unsuitable candidates was reviewed, out of whom 34 candidates were declared suitable. They were appointed to the post of messenger/general attendant. Case of the claimant was not reviewed. Shri Hira Lal, who rendered sixty days service, Balbir Singh rendered 34 days service, Yogesh rendered 46 days service, Daya Ram rendered 57 days service and Jagdish Chand who had rendered 70 days service were found unsuitable at the time of interview held in June, 1992. Their result was reviewed on 15th of January, 1994 and 19th of January, 1994 and they were declared suitable and appointed to the post of messenger/general attendant. The claimant's case was not reviewed and he was not declared suitable in January, 1994.

13. Equality before law and equal protection of laws are fundamental rights of every person ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that persons, who are similarly situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated alike. Article 16 of the Constitution guarantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guaranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b) promotions (c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

14. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the government must be allowed a wide latitude of discretion and judgement. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class from others. The classification must be founded on an intelligible differentia which distinguishes persons or things that are grouped together from others left out of the group and the differentia must have a rational relation to the object sought to be achieved. Classification may be made according to the nature of persons, nature of business, and may be based with reference to time.

15. Concept of equality guaranteed by Article 16 of the Constitution is something more than formal equality and enables the under privileged groups to have a fair share by having more than equal chance and enables the State to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the State to adopt new strategy to bring underprivileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different groups, based on in terms of nature of persons, nature of business and with reference to time.

16. Claimant presents that he rendered 78 days service to the bank and called for an interview. He was declared unsuitable. Hira Lal, Balbir Singh, Yogesh Kumar, Daya Ram and Jagdish Chand, who had rendered lesser service than him, were also called for interview and declared unsuitable for the post. Their case was reviewed in January, 1994. They were declared suitable to the post. No yardsticks/criteria was spelled by the bank to differentiate the case of the claimant than the cases of Hira Lal, Balbir Singh, Yogesh Kumar, Daya Ram and Jagdish Chand. Facts of the controversy project that the claimant and the aforesaid persons fell in the same bracket. They were equals and were to be treated equally. The bank was under an obligation not to differentiate Harjinder Singh with the aforesaid persons, whose cases were reviewed and were declared suitable. Consequently it is evident that the action of the bank in reviewing the cases of the aforesaid employees to the exclusion of the claimant cannot be found just, fair and legal. The bank was under an obligation to review/re-interview the claimant in January, 1994. Different treatment to the claimant is violative of his fundamental rights. Consequently action of the bank cannot be sustained.

17. However there is other facet of the coin, which have bearing over the matter. Provisions of section 10 of the Industrial Disputes Act, 1947 (in short the Act) make

it clear that the appropriate Government may refer an existing or apprehended dispute to the Industrial Tribunal for adjudication. Industrial dispute has been defined by clause (k) of section 2 of the Act, Definition given in the said sub-section encompasses within its sweep any dispute or difference between the employer and employers, or between employer and workmen or between workmen and workmen, which is connected with the employment or non employment or terms of employment or with the conditions of Labour of any person. The Act is a legislation relating to what is known as "collective bargaining" in the economic field. This policy of the legislature is also implicit in the definition of the industrial dispute.

18. The Apex Court in *Bombay Union of Journalists* [1961 (II)LLJ 436] has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore, to convert an "individual dispute" into an "industrial dispute", it has to be established that it had been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, as the workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But the difficulties arise when the cause of a workman, in a particular establishment, is sponsored by a union which is not of the workmen of that establishment but is one of which membership is open to workmen of their establishment as well in that industry. In such a case a union which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. Representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment, in which the concerned workman was employee, were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively supported the dispute.

19. What a substantial or considerable number of workmen would in a given case, depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workman may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an "industrial dispute" concerning an individual workman is referred for adjudication, has on its roll a few of the



workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into an "industrial dispute". The Tribunal has, therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the Union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workman. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in *P. Somasundraman* [1970 (1) LLJ 558].

20. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workman's cause, it is sufficient to convert it into an industrial dispute. In *Pardeep Lamp Works* [1970(1) LLJ 507] complaints relating to dispute of ten workmen were filed before the conciliation officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co-workmen, if not a majority of them. Since this union was not registered or recognized, the workmen elected five representatives to prosecute the cases of ten dismissed workmen. Thus the cases of the dismissed workmen were espoused by the new union, yet unregistered and unrecognized. The Apex Court held that the fact that these disputes were not taken up by a registered or recognized union does not mean that they were not "industrial dispute".

21. It is not expedient that same union should remain in-charge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment, through a particular union for making such a dispute an "industrial dispute", while the workman may be represented before the Tribunal for the purpose of section 36 of the Act by a number of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during the continuance of the adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in *Gammon India Limited* [1974 (II) LLJ 34]. For ascertaining as to whether an individual dispute has acquired character of an individual dispute, the test is

whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workman. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in *Western India Match Co. Ltd.* [1970(II) LLJ 256].

22. Claimant admits in his testimony that he was not a members of the Association. According to him he was not a member of any union of the establishment of the management. He nowhere unfolds that the Association ever adapted his cause. His evidence makes it clear that the Association had not taken any steps to espouse his grievances. In the same manner *Shri J. N. Kapoor* draws a blank on the issue. He nowhere testified that the Association ever espoused grievances of the claimant. He simply says that he represented the claimant before the Conciliation Officer. General Secretary of the Association alone is not competent to espouse the claim, without a solution in that behalf. As per provisions of rule 4 of Industrial Dispute(Central) Rule 1957 a claim can be filed either by the President and the Secretary of a trade union of the workmen or by five representatives of the workmen duly authorised in this behalf at a meeting of the workmen held for the purpose. It has been enacted that to espouse a cause of a workmen President and the Secretary of a trade union has to file the claim statement, before the Conciliation Officer. *Shri Kapoor* nowhere presents that he filed a claim statement on behalf of the claimant before the Conciliation Officer. Therefore, alleged representation by *Shri Kapoor* before the Conciliation Officer would not answer the legal impediment relating to espousal of a cause. The claimant failed to establish that his case was espoused by the Association in accordance with law.

23. Assuming that the dispute was raised by the Association before the Conciliation Officer, even then that fact would not provide accolade to the claimant. No evidence worth name has come over the record that the Association has majority of membership of the employees of the establishment of the management. The Association is not at all recognised nor it has majority of the employees of the State Bank of India as its member. In such a situation one cannot say that the Association is having majority of its member from the employees of the establishment of the management. A microscopic membership of the employees of the State Bank of India would not entitle the Association to espouse the claim of *Shri Harjinder Singh*, the workman. Consequently it is evident that the Association was not competent to espouse the dispute. The dispute does not get colour of an industrial dispute and is liable to be rejected on this score.

24. An individual dispute can not be referred for adjudication. Neither this Tribunal can invoke its jurisdiction to adjudicate an individual dispute nor the appropriate Government has power to refer such a dispute under the provisions or sub-section (1) of Section 10 of the Act, for adjudication. In view of the foregoing discussions it is evident that the claim is liable to be rejected. Consequently the claim preferred by the Association is brushed aside. An award is accordingly, passed. It be sent to the appropriate Government for publication.

Dated : 9-11-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 28 दिसम्बर, 2010

**का. आ. 249.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14 की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेनगंगा क्षेत्रीय ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 54/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-10 को प्राप्त हुआ था।

[सं. एल-12012/127/2007-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 28th December, 2010

**S. O. 249.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2007) of the Central Government Industrial Tribunal-cum -Labour Court, Nagpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Wainganga Keshetriya Gamin Bank and their workman, received by the Central Government on 28-12-2010.

[No. L-12012/127/2007-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/54/2007** Dated : 16-12-2010

Petitioner/ : The Working President,  
Party No. 1 Wainganga Khetriya Gramin Bank  
Employees Union,  
Juna Warora Naka Square,  
Chandrapur (M.S.), and other.

#### Versus

Respondent/ : The Chairman,  
Party No. 2 Wainganga Khetriya Gramin,  
Juna Warora Naka,  
Chandrapur.

#### AWARD

(Dated : 16th December, 2010)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Wainganga Khetriya Gramin Bank and their workmen for adjudication, as per letter No. L-12012/127/2007-IR (B-I) dated 10-10-2007, with the following schedule :—

"Whether the action of the management Wainganga Kshetriya Gramin Bank in adopting unfair labour practice of discriminating the office bearers of the majority Union/Association in violation of the agreement as well as favouring the reps of minority union, is proper and justified? If not, to what relief the affected members of the Union/Association are entitled?"

2. Though, in this case, the reference had been received by the Tribunal on 22-10-2007 and the union representative on behalf of the workmen had been directed to file the statement of claim, till 28-9-2010, statement of claim had not been filed by the union representative. However, in the interest of justice, on 28-9-2010, a last chance was given to the union representative to file the statement of claim on 14-12-2010. On 14-12-2010, non appeared on behalf of the workman. No statement of claim was also filed on that date. Hence the case was closed for passing award.

3. From the facts that no statement of claim was filed by the union representative and the management also did not appear before the Tribunal from 8-5-2008, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered :

#### ORDER

The case be treated as "no dispute award", due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 2010

**का. आ. 250.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मण्डला बालाघाट क्षेत्रीय ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 42/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/294/2003-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th December, 2010

**S. O. 250.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2004) of the Central Government Industrial Tribunal cum -Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Mandla Balaghat Kshetriya Gramin Bank and their workman, received by the Central Government on 29-12-2010.

[No. L-12012/294/2003-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**No. CGIT/LC/R/42/2004**

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

The General Secretary,

M. B. K. G. B. Karmchari Union,

Motinagar,

Ward No. 24,

Balaghat-481445

... Workman/Union

#### VERSUS

The Chairman,

Mandla Balaghat Kshetriya Gramin Bank,

Behind Bus Stand,

Mandla (MP)

... Management

#### AWARD

Passed on this 8th day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/294/2003-IR (B-I) dated 5-4-2004 dated has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of the Chairman, Mandla Balaghat Kshetriya Gramin Bank, Mandla in terminating the services of Shri Harish Chandra Nanda is legal and justified? If not, to what relief the workman is entitled for?”

2. The case of the Union/workman in short is that the workman had continuously worked from the year 1995 to 30-11-2003 on daily wages as Driver with the management. On his request for regularizing, the management terminated him without any notice and without payment of any compensation. It is stated that the management had orally appointed another person to work as a Driver at his place. It is submitted that the order be passed for appointment on the permanent post of jeep Driver with back wages.

3. The management appeared and filed Written Statement to contest the reference. The case of the management, interalia is that the workman is not a member of the Union and therefore the Union has no right to raise the dispute of the workman and the proceeding is not maintainable. It is denied that the workman worked as a driver on daily basis from 1995 till 16-11-2003 continuously and had worked more than 240 days in the main office of the Bank. It is stated that the Chairman of the Bank employed him as Personal Driver and the salary was paid by the Chairman himself from his own pocket who was reimbursed from the Bank. The workman/applicant had applied for working as Personal Driver of the Chairman. Sanction to engage personal driver was accorded to the Chairman by letter dated 21-9-1999. It is stated that there is no post of driver in the bank and the question to terminate the applicant/workman does not arise. It is submitted that there is no merit in the claim of the applicant/workman and the reference be answered in favour of the management.

4. On the basis of the pleadings of both the parties, the following issues are framed for adjudication :

I. Whether the action of the management in terminating the applicant/workman from the service of the bank is legal, valid and justified?

II. whether the applicant/workman was Personal Driver of the Chairman of the workman?

III. To what relief, the workman is entitled for?”

#### 5. Issue No. 1

According to the workman, he was working as daily wages employee since 1995 and had worked more than 240 days in a calendar year. The workman Shri Harish Nanda is examined in the case. He has admitted in his evidence that he was working as daily wages employee and was working as a driver. There was no written appointment letter. He has denied that he was Personal Driver of the Chairman. He has stated that he has filed documents to show that he worked regularly. The workman has filed certain documents. Exhibit W/1 and W/2 are the circular letters. Both are same and it is with respect to part time and full time messenger. This is for regularisation to those employee who worked prior to 8-10-84. This document is not helpful to the applicant. Exhibit W/3 is the circular for creation of the post of messengers in Regional Rural Banks. Exhibit W/4 is series of petrol receipts of different dates which are paper Nos 11/40 to 11/49. These receipts go to show that petrol was taken in the vehicle No. M.P. 20 W1658 on different dates. These receipts are of the year 1996 and 1999. These receipts do not show that the applicant/workman was continuously working as daily wages employee from the year 1995. Moreover these receipts also do not show that he worked 240 days in the year 1996 or 1999. Exhibit W/5 is the



certificate granted by the Chairman on 11-2-99. This certificate shows that the applicant was working temporarily time to time as jeep driver. This shows that he was working prior to 1999 temporarily time to time and not regularly. This certificate does not disclose as to how many days he had worked in a calendar year. Moreover it does not prove that he had worked 240 days during the period of twelve calendar months preceding the date of reference.

6. Exhibit W/6 is the letter of the Manager for purchase of jeep tire. This document does not prove that he was continuously working as casual labour. Exhibit W/7 are receipts for purchase of shoes and dress. Exhibit W/9 is the direction for issuing cheque books to the applicant Jeep Driver. Admittedly he was employed as a casual daily wages employee and was working as jeep driver. These documents simply show that prior to 1999, he worked as jeep driver but those documents do not prove that he worked 240 days in any calendar year. Moreover those documents do not also prove that the applicant/workman worked 240 days during the period of twelve months preceding the date with reference.

7. On the other hand, the management has also adduced oral and documentary evidence. Management witness Smt. Anita Dubey has supported the case of the management. She has stated that the applicant never worked 240 days in a calendar year. He was engaged as daily wager in the year 1995-96. He was never terminated rather the Job of daily wager automatically comes to an end on the completion of the Job for which he is engaged. She has stated that he was Personal Driver of the Chairman vide letter dated 21-9-1999. She has further stated that there is no post of driver. The documents filed by the management and the same are admittedly by the applicants which show that he was Personal Driver of the Chairman. Thus it is clear that the applicant has failed to establish that he worked 240 days as casual employee during the period of twelve months preceding the date with reference. Since he was daily wager, the question of termination of casual employee does not arise and his disengagement appears to be not illegal as he had not worked continuously for a period of one year in accordance with the provision of Section 25 (B) (2) of the Industrial Dispute Act, 1947. This issue is decided in favour of the management and against the workman.

## 8. Issue No. II

Another important point for consideration is as to whether the workman was Personal Driver of the Chairman? The workman has denied in his evidence that he was Personal Driver of the Chairman. However the workman has himself filed documents which are admitted by the management. Exhibit W/8 is the letter of the Sr. Manager for proposal to purchase jeep tyre to the workman who is said to be Personal Driver. This letter shows that he was Personal Driver and was driving Bank

jeep. Exhibit W/10 is the certificate issued on 1-5-2003 by the Chairman to the workman which shows that he was personal Driver of the Chairman. These documents are admitted by the management. These documents clearly show that the workman was Personal Driver of the Chairman for the last three years and therefore preceding with the reference, the workman was Personal Driver of the Chairman and was not employee of the Bank even on daily wages.

9. On the other hand, the management has also adduced oral and documentary evidence. The management witness Smt. Anita Dubey has also supported the fact that the applicant/workman was personal Driver of the Chairman and he paid salary from his own pocket which was subsequently reimbursed. Her evidence shows that the applicant/workman was Personal Driver of the Chairman and he was not engaged by the Bank.

10. The management has filed documentary evidence which are admitted by the applicant/workman. Exhibit M/1 is the letter of Chairman which shows that he engaged Personal Driver and used to pay his salary himself. Exhibit M/2 is the application to the Chairman by the applicant/workman for engaging him as Personal Driver. Exhibit M/3 is the letter of Asstt. General Manager of the Bank to the Chairman permitting him to engage Personal Driver on the basis of the norms of sponsored Bank. This document also shows that he was Personal Driver. Exhibit M/4 is the norms of the sponsored Bank by which the amount of salary and allowance is to be reimbursed to the Officer of his Personal Driver. Thus the documents clearly shows that the applicant/workman was not the employee of the Bank from 1999 onward and was Personal Driver of the Chairman. This issue is decided in favour of the management.

11. The learned counsel for the applicant has relied the decisions of the Hon'ble High Court report in LLR(2010) M.P 1600 Sunita Gupta (Smt) versus Nagar Palika Parishad, Sabalgarh and another and 2010(3) MPLJ 457 Sanjay Kr. Versus Chief Executive Officer, Janpad Panchayat, Ratlam. These decisions are not applicable in the case as he was not employee of the Bank during the period of twelve months preceding the date with reference as provided under Section 25-B of the I.D. Act.

## 12. Issue No. III

On the basis of the discussion made above, it is clear that the applicant/workman is not entitled to any relief. Accordingly the reference is answered.

13. In the result, the award is passed without any order to costs.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 2010

**का.आ. 251.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 30/06) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-12-2010 को प्राप्त हुआ था।

[सं. एल-41012/79/2005-आई आर(बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th December, 2010

**S.O. 251.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/06) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Western Central Railway and their workmen, received by the Central Government on 28-12-2010.

[No. L-41012/79/2005-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

**PRESENT :** N. K. PUROHIT, Presiding Officer.

**I.D. 30/06**

**Reference No. L-41012/79/2005-IR(B-I)**

Dated : 23-2-2006

The Zonal Mantri  
Indian Railways Employees Confederation  
Road No. 14, Punam Colony,  
Kota Junction, Kota (Raj.)

V/s

1. The Divisional Railway Manager,  
Western Central Railway, Kota
2. The Senior Divisional Engineer,  
Kota (Raj.)
3. The Senior Divisional Engineer  
Western Central Railway,  
Kota (Raj.)

#### AWARD

3-12-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred

the following Industrial dispute to this tribunal for adjudication which runs as under :-

“क्या सहायक अभियन्ता, पश्चिम मध्य रेलवे, सवाई-माधोपुर द्वारा कर्मकार श्री प्रहलाद आत्मज श्री करण गैंग मैन गैंग नं. 45 रेल पथ निरीक्षक, लाखरी को वेतनमान न्यूनतम वेतन पर तीन माह के लिए करने के दण्ड से दण्डित करने से पूर्व न्याय के प्राकृतिक सिद्धांतों का पालन किया या नहीं ? यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है ?”

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties. It appears from the record that on behalf of the management Shri Anupam Agarwal, Advocate had filed his authority on 14-6-06. It also appears that the post of Presiding Officer remained vacant from July, 2006 to August, 2009, therefore, fresh registered notices were issued to both the sides after posting of the Presiding Officer.

3. Upon perusal of the record, it reveals that representative on behalf of the management had appeared on 3-6-10 but none appeared on behalf of the workman. It further reveals that registered notices were issued to Zonal Mantri, Indian Railway Employees confederation at the address mentioned in the reference order but the same have been returned thrice with the remarks “पता अपूर्ण है” एवं “इस पते पर उक्त नाम का कोई संस्थान नहीं है।” It also reveals that none appeared on behalf of both the sides on subsequent dates i.e. 29-10-2010 & 29-11-2010. Hence, the matter was reserved for passing the award.

4. Since registered notices issued to the union have been returned unserved and none has appeared on behalf of the union, there is no material on record to adjudicate the reference under consideration on merits. Under such circumstances the “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

5. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 29 दिसम्बर, 2010

**का.आ. 252.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 72/92) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-41012/108/91-आई आर(बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 29th December, 2010

**S.O. 252.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 72/92) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway and their workman, received by the Central Government on 29-12-2010.

[No. L-41012/108/91-IR (B-I)]

RAMESH SINGH, Desk Officer

# ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JABALPUR

**No. CGIT/LC/R/72/92**

**Presiding Officer :** SHRI MOHD SHAKIR HASAN

Shri Shailendra Nath Pathak,  
C/o House of Halkiram Mistry,  
Mazdid Ward, Badi Bazaria,  
Bina Distt. Sagar (MP) . . . Workman/Union

*Versus*

General Manager,  
Central Railway,  
Bombay.

The DRM, Central Railway,  
Jhansi

The AME (P),  
Central Railway, Jhansi . . . Management

# AWARD

Passed on this 3rd day of December, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-41012/108/91-Do2(B) dated 31-3-92 has referred the following dispute for adjudication by this tribunal :-

“ Whether the action of the management of Central Railway, Jhansi in terminating the services of Shri Shailendra Nath Pathak, Ex. Labourer, Loco shed AGC w.e.f. 25-8-1982 is justified? If not, what relief he is entitled to ?”

2. The case of the workman in short is that the workman was posted as a Loco shed AGC and has left the headquarter after taking two days leave with permission in May 1978. He came to Bina where he was informed about sudden death of his father at Nagpur. He came to Nagpur but his other family members also died. As a result of which he became mentally sick on account of shock

and was treated by Dr. S. G. Chiwhane at Nagpur till 15-1-82. On mental sickness he did not follow the procedure of his absence. On treatment by Private Medical Doctor, he became fit. He reported on duty on 16-1-1982 and was examined by ADMO, AGC who issued him M-15B No. 904791. He resumed his duty and was removed from service on 25-9-82 after an enquiry held by the management. The charge against him was unauthorized absence from duty w.e.f. 5-5-78 to 15-1-82. The workman produced medical certificate in the enquiry. The Enquiry Officer after enquiry held that the workman failed to comply with the procedures for reporting sick while undergoing treatment from private doctor. It is stated that it was beyond the control of the workman to inform the authority during mental sickness and therefore the punishment awarded to him is harsh and was not justified with the circumstances of the case. It is submitted that the order of dismissal be set aside and the workman be reinstated with full back wages.

3. The management appeared and contested the reference by filing written Statement. The case of the management, inter alia, is that admittedly the workman proceeded on two days leave after taking permission but he remained absent from 5-5-78 to 15-1-82. Admittedly he filed an application alongwith a certificate of private doctor S.G. Chiwhani showing his treatment from 5-5-78 to 15-1-82. The workman had also submitted M-15B Certificate No. 904791 dated 16-1-82 issued by AMO, Agra Cantt. It is stated that the workman has to prove that the doctor had declared him medically unfit on account of mental sickness. Admittedly the workman reported on duty on 16-1-1982 and resumed his duty. Admittedly after enquiry, he was removed from service w.e.f. 25-9-82 on the charge of his absence from duty from 5-5-78 to 15-1-82. The Enquiry Officer had not relied the certificate of the doctor issued to the workman as he was not examined in the enquiry. It is stated that the misconduct had been proved as such the order of punishment passed by the management is justified and the workman is not entitled to any relief.

4. On the basis of the pleadings of both the parties, the following issues are framed for adjudication—

- i. Whether the enquiry is just, proper and legal?
- ii. Whether the management is entitled to lead evidence before this Tribunal?
- iii. Whether the charges of misconduct are proved on the facts of the case?
- iv. Whether the punishment awarded is proper and legal?
- v. Relief and costs?

5. Issue No.1 & 2—

Preliminary issue was taken up as to whether the enquiry is just, proper and legal. The then Tribunal decided the issue on 24-3-98 that the departmental enquiry was invalid and illegal. Thereafter the management is permitted to prove the charges in Court. As such both the issues are already earlier disposed off.

## 6. Issue No. 3

Admittedly the workman left the headquarter after taking two days permission but remained absent from 5-5-78 to 15-1-82. Admittedly he reported on duty on 16-1-82 with medical certificate of the private doctor regarding his mental sickness. He resumed duty and worked for nine months till 25-9-82.

7. Now let us examine the evidence of the management as to whether the misconduct is proved against the workman. The workman has pleaded that he did not inform the authority as it was beyond his control on account of mental sickness. The management has examined one witness in the case. Management witness Shri O. P. Kanchan, Loco shed foreman. He has supported the case of the management. He has stated that the workman was unauthorized absent from 5-5-78 to 15-1-82. He was served with charge sheet which is marked as Exhibit M/1 The workman gave reply which is marked as Exhibit M/2. The reply shows that he had admitted his absence from duty but explained that he did not inform as it was beyond his control on account of nature of sickness. He appears to be absent for about four years and during such period no medical certificate was furnished nor any application was sent. The evidence of the management clearly shows that admittedly the workman was absent unauthorisedly without any intimation to the management. No communication on the ground of sickness was made to the management for such a long period of four years. As such it shows that it was a deliberate attempt of his absence. Moreover the burden is on the workman to prove that it was out of his control. I find that the management is able to prove misconduct against the workman.

8. On the other hand, the workman became absent and as such he was not cross-examined. His evidence is not fit to be considered in the case in accordance with law. The burden was on the workman that his absence was beyond his control. Thus there is no evidence on behalf of the workman. Considering the evidence as has been discussed above, I find that the charges of misconduct is proved by the management. This issue is, accordingly, answered.

## 9. Issue No. 4 &amp; 5—

Considering the discussion made above and absence of evidence of the workman, I find that there is no need to interfere in the order of punishment. I, therefore, find that the order of punishment is just and proper. The reference, is, thus answered.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 253.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार काचार ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, गुवाहटी के पंचाट (संदर्भ संख्या 7/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/167/2002-आई आर(बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S.O. 253.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Guwahati as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cachar Gramin Bank and their workmen, received by the Central Government on 29-12-2010.

[No. L-12012/167/2002-IR (B-I)]

RAMESH SINGH, Desk Officer

# ANNEXURE

## IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT GUWAHATI, ASSAM

**PRESENT :** SHRID. K. DEB ROY, M.A., LL.B.  
Presiding Officer,  
CGIT-Cum-Labour Court, Guwahati.

### Ref. Case No. 7 of 2004.

In the matter of an Industrial Dispute between:—

The Management of Cachar Gramin Bank,  
Cachar, Assam.

V/s

Their workman Sri Sunil Chandra Das.

### APPEARANCES

For the Management : Sri K. K. Dey, Advocate.

For the Workman : Sri S. C. Koyal, Advocate.

Date of Award : 12-2010

### AWARD

1. The present reference is arising out of Powers conferred by clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) by the Government Notification vide Memo No. L-12012/167/2002-IR(B-I) Dated: 30-10-2002,



to adjudicate the following issue as described in the Schedule below :

### **SCHEDULE**

“Whether the action of the management of Cachar Gramin Bank, Silchar, Assam in not absorbing Sri Sunil Chandra Das, Part-time Messenger-cum-Peon in Bank services and terminating his services from 19th May, 1990, is fair, just and legal? If not, what relief is the workman concerned entitled?”

2. On receipt of the Reference Case from the State Tribunal, Guwahati on 9-12-2004 by this Tribunal, notice was duly served upon the parties. Both the parties appeared and submitted their Written Statement. They adduced evidence also and the matter was heard. Some documents have also been exhibited.

3. The simple case of the workman is that he was appointed as daily wage temporary part-time Messenger-cum-Peon on 2-11-1982 under the Management namely erstwhile Cachar Gramin Bank presently known as Assam Gramin Bikash Bank and was posted at Kalibari Bazar Branch. The services of the workman was regularized from 20-05-87 in pursuance of the Head Office letter No. CGB/CLR/ADMN/171/08/88 dated 11-2-88 as a part-time regular Messenger-cum-Peon. The services of the workman was further up-graded with effect from 1-04-90 to full time regular Messenger-cum-Peon vide Office Letter No. CGB/ES/REC/52/190 dated 26-6-90. The further case of the workman is that he was allotted with Provident Fund Account AS/1516/31 and the Management Bank was contributing their share in the Provident Fund of the Account. That on 19-5-90 the Branch Manager of the Bank served a letter terminating the services of the workman at once, arbitrarily without giving any opportunity of being heard. Even no notice was served upon him. In the said termination letter there was a reference of Ratabari Police Station Case No. 102/90 u/s 409 IPC to which the workman had no knowledge. The workman was falsely implicated in an allegation of alleged withdrawal of money from S. B. Account No. 905 standing in the name of customer Sri Subrata Chandra Choudhury though there were absolutely no materials against him. As a matter of fact the Management hatched a conspiracy and implicated the poor workman in the so called crime. Police after due investigation submitted charge sheet showing his involvement in fraudulent withdrawal of Rs. 30,800 from the Saving Account No. 905 maintained in the name of Subrata Chandra Choudhury. The workman totally denied the allegation brought against him. After full trial the learned S. D. J. M. Karimganj vide his judgment and order dated 2-2-2000 acquitted the present workman from the charge. After the judgment the workman approached the Management to reinstate him in the Post previously he was holding since he was acquitted by the Court of Law. He made several representations before the Management

but that was not considered. According to him the Management never felt it necessary to initiate departmental proceeding against him nor he was heard. Thereafter a conciliation proceeding took place but no decision could be arrived at. On receipt of the failure report the Government referred this matter for adjudication. The further case of the workman is that he has been illegally terminated from his service on the false allegation of misappropriation of money and he was ultimately acquitted by the Court. According to him, there has been a violation of principle of natural justice. Hence, the workman prayed for absorbing him in his original post with effect from 19-5-90 with full back wages till his reinstatement.

4. The Management Bank contested the proceeding by filing written statement refuting the claim of the workman. According to the Management the order of reference is illegal and this Tribunal does not have any jurisdiction to adjudicate the matter. The further case of the management is that the workman was engaged as daily wage Messenger and he was terminated from service on 19-5-90. The workman forging the signature of one customer Subrata Chandra Choudhury fraudulently drew a sum of Rs. 39,000 on 17-2-89 and 21-11-89 from the Savings Account No. 905 of Kalibari Bazar Branch. When the matter was detected by the Management the workman confessed his guilt in black and white in presence of Abdul Hussain Choudhury and Kaushik Bhattacharjee. It is also alleged that in the confessional statement the workman admitted the factum of guilt and he refunded Rs. 8,500 to Mr. Subrata Chandra Choudhury. Thereafter, the Branch Manager, Ashish Lodh submitted F.I.R. with the Police and accordingly a case was registered being G.R. Case No. 457/90 u/ s 409 IPC against the accused workman. It is admitted that after full trial the accused was acquitted by judgment dated 2-2-2000. The Management Bank lost confidence on the workman Sunil Chandra Das and he was ultimately disengaged from service. The Management Bank prays before this Court that the case of the workman appears to be devoid of merit and the same deserves to be dismissed.

### **5. Decisions and reasons thereof :**

Heard both sides at the Bar. Learned counsel for the workman has submitted that the workman was terminated from service following a criminal case lodged against him and after the order of acquittal he was entitled to get back his original job. But that was not considered by the Management Bank. According to him it is a fit case where the order can be passed by this Court for redeployment of the workman in the original post. This contention has been seriously controverted by the learned counsel for the Management, who in his efficacious submission has contended inter-alia, acquittal in a criminal case does not entitle a person to be reengaged in his original post. According to him the criminal case does not have any

relation with the present proceeding. In order to substantiate the respective claims, the workman has examined himself as a solitary witness whereas Management Bank has examined altogether 4 witnesses.

6. Here, I feel it convenient to re-capitulate the evidence on record.

The workman submitted his evidence-on-affidavit stating inter-alia that he is 52 years as on 25-6-2010 and he was engaged as a Messenger-cum-Peon on daily wage basis with effect from 2-11-82 under the Management Bank and was posted at Kalibari Bazar Branch. According to him there was a proposal by the Government for regularization of their services vide letter dt. 11-2-88. Thereafter his service was upgraded to full time regular Messenger-cum-Peon vide letter dated 26-6-90. He was allotted with Provident Fund Account No. AS/1516/31 and the Management was contributing their share regularly. That on 19-5-90 the Branch Manager of the Bank issued a letter terminating his service following the criminal case corresponding to Ratabari Police Station Case No. 102/90 u/s 409 IPC of which he has no knowledge. He has further stated in his evidence that he had never withdrawn any money from the S.B. Account No.905 standing in the name of Subrata Chandra Choudhury. According to him Police illegally submitted charge sheet against him for withdrawal of Rs. 30,800 from the account of Subrata Chandra Choudhury. The case of the workman was totally denial. After full trial the learned S.D.J.M., Karimganj vide his judgment and order dated 2-2-2000 acquitted the accused, workman. Thereafter, he submitted several representations before the Management for his reengagement in the original post since he was acquitted from the criminal charge. But that was not considered by the Management. Thereafter, conciliation proceeding took place but no settlement could be arrived at. On receipt of the failure report the Ministry referred this matter for adjudication by this Tribunal. This witness has proved some documents viz. Ext. 1, is the copy of letter dt. 11-2-88. Ext.2, Circular dated 7-5-87. Ext.3, copy of the letter dated 19-5-90, whereupon Ext.3(1) is the signature of Ashish Lodha the then Manager of Kalibari Bazar Branch. Ext.4 is the certified copy of the judgment dated 2-2-2000 passed by S.D.J.M, Karimganj in G.R. Case No.457/90. Exts.5, 6, 7 are the Copies of representations dated 19-6-2000, 24-7-2000 and 8-9-2000 respectively. Ext.8 is the copy of letter dated 12-9-2000, Ext.8(1) is the signature of Sri A. Nandy, General Manager of the Management which he knows. Ext. 9 is the letter dated 26-12-2001 submitted by the Management before the Assistant Labour Commissioner (central) showing salary statement and C.P.F. contribution. Ext. 10 is the failure report dated 25-6-2002. This witness has been cross examined by the Management at length. He has admitted that he joined in the Bank as Peon on 02-11-1982 but no appointment letter was issued to him. He was working in Cachar Gramin Bank at Kalibari Bazar Branch till the date

of his termination. Ext. 1 has been objected to. It was suggested by the Management that he was not a regular employee nor his service was required by the Bank though he answered in negative. He has also denied to have withdrawn a sum of Rs.39,000 from the account of Subrata Choudhury. It was suggested that he forged the signature of Subrata Choudhury and illegally had withdrawn the money which was denied by him. He has also denied to have made any confessional statement as alleged in presence of Abul Hussain Choudhury and Kaushik Bhattacharjee. Lastly, it was suggested that he was rightly dismissed from service. From the evidence of this witness it is thus abundantly clear that the workman was engaged as Messenger-cum-Peon on daily wage basis with effect from 2-11-82. Ext.1 was a forwarding letter regarding regularization of daily-waged part-time Messengers and Ext.2 is a Circular dated 8th May, 1987, which shows that there was a proposal of the Government for regularization of daily wage part-time-Messenger in Regional Rural Banks who were engaged prior to 8-10-84. Ext.3 is the termination letter.

7. Now let me consider the evidence of the Management. MW.1, Mr. Ashish Lodh, Senior Manager, Cachar Gramin Bank has stated that the workman Sunil Chandra Das was verbally engaged as a part-time-messenger on daily wage basis and he was not engaged against regular post. According to this witness one Subrata Choudhury was the customer of Kalibari Bazar Branch who is having Savings Bank Account No.905. That on 18-4-90, Mr. Subrata Choudhury came to the Bank for withdrawal a sum of Rs.10,000 from his account. According to Pass Book, Mr. Choudhury had Rs.30,600 in his account. The said Pass Book was seized by Police in connection with Ratabari P.S. Case No.102/90 from the possession of the workman, Sunil Chandra Das. The said Pass Book was proved as Ext.4 in G.R. Case No.457/90 but the said Pass Book was found missing from the record of the said G.R. case No.457/90. The Ledger book shows that there were number of withdrawals and ultimately a sum of Rs.25 was credited in the same account maintained by Subrata Choudhury. Ext. 1 is the copy of the said ledger sheet. This witness has further stated that two numbers of withdrawal amounting to Rs.1500 and Rs.7,000 were not recorded by the authorized officials of the Bank and thereafter some withdrawal forms relating to account No.905 standing in the name of Subrata Choudhury were verified wherefrom it is gathered that workman Sunil Chandra Das was the bearer of those withdrawal form. Thereafter the workman Sunil Chandra Das made a confession in presence of Abul Hussain Choudhury and Kaushik Bhattacharjee admitting the guilt having withdrawn an amount of Rs.39,300 with effect from 17-2-89 to 21-11-89 by forging the signature of the account holder namely Subrata Choudhury and misappropriated the amount. M.W.Ext.2 is the confessional statement where



upon M.W.Ext.2(1) is the signature of Sunil Chandra Das and M.W.Ext.2(2) and 2(3) are the signatures of Abul Hussain Choudhury and Kaushik Bhattacharjee. After the incident, he lodged F.I.R. against the workman Sunil Chandra Das. M.W.Ext.3 is the F.I.R. in connection with Ratabari Police Station Case No.102/90 u/s 409 IPC. Police during investigation seized the Pass Book and some withdrawal forms relating to Account No. 905. M.W.Ext.4 is the copy of the seizure list. Thereafter vide letter dated 19-5-90 the workman Sunil Chandra Das was informed that his service was not required by the Bank. The concerned workman was acquitted by the S.D.J.M, Karimganj in G.R.Case No.457/90 vide judgment and order dated 2-2-2000. M.W.Ext.5 is the copy of the judgment. In cross-examination this witness has admitted that the workman was engaged as part-time-messenger in the Kalibari Bazar Branch of Cachar Gramin Bank way back in the year 1985. He has also admitted that he was the Branch Manager of the Branch and there was one Field Supervisor and one Cashier-clerk and one Messenger namely the workman. The main task of the cashier was to maintain account, receive cash, maintenance of ledger, etc. The Field Supervisor was entrusted to look after advance processing and recovery of loan. The ledger book was maintained by the cashier-cum-Clerk. The S. B. Account No.905 was standing in the name of Subrata Choudhury who had a balance of Rs.25.50 on 21-11-89. The workman had nothing to do with the maintenance of ledger. All transactions of receipt and payment were made by the Cashier. It was suggested by the Counsel for the workman that neither the confessional statement was written by the accused nor it was the confession made by him rather it was a blank paper converting the same into confessional statement. He has admitted that no Pass Book has been produced in this case.

Management Witness No.2, in the same tune has said at the relevant time he was the Cashier of the Kalibari Bazar Branch and he was well conversant with the facts of the case. This witness has narrated the same story as narrated by the MW.1 and proved some documents. In cross-examination this witness has admitted that he was the cashier of Kalibari Bazar Branch with effect from 27th March, 1989 to 22nd August, 1991. He has admitted that as Cashier his duty is to maintain account and to receive and make payment to the customers. He used to look after Pass Book entry, preparation of ledger book and other bank deposits, cash book account, etc. He has also admitted that when withdrawal slip is presented by the customers it is verified by the Branch Manager and when the payment order is passed he used to make payment to the customers. It is the duty of the Branch Manager to verify the signature of the customers in the withdrawal forms. He has proved the confessional statement, Ext.2 which was made in his presence. Lastly, it was suggested by the workman that no factum for forgery was committed by the workman.

Likewise, MW.3 has narrated the same story as stated by MW.1 and 2 and he has proved Ext.2, the confessional statement. In cross-examination, the workman simply suggested this witness that no forgery was committed by the workman nor he made any confessional statement, as alleged.

MW.4, is account holder, Subrata Choudhury has said that he is maintaining an account bearing No.905 in Cachar Gramin Bank. He had a balance of Rs.30,600 in his credit in the said account. That on 18-4-90 he went to the bank and presented a withdrawal form for Rs.10,000. The employee sitting in the counter informed him that he is having an amount of Rs.25 in his credit as reflected from the ledger. He was astonished to know about the manipulation that had taken place. He immediately informed the matter to the bank authority and they made an enquiry. According to him the withdrawal forms do not show his signature nor did he sign the same as bearer. A police case was initiated. Some papers were seized by police. In cross-examination, this witness has said that he has not received any summon from the Court rather he has been brought by the bank. He knows the workman Sunil Chandra Das who was a Messenger at the relevant time. He put his signature over the seizure list. He does not know English and he does not know the contents of the Affidavit. This witness has honestly admitted that he can not say who had withdrawn his money from his account.

8. I have meticulously gone through the entire evidence adduced by the parties. Also perused plethora of documents submitted by the parties. Admittedly the workman was a temporary part-time Messenger-cum-Peon in the erstwhile Cachar Gramin Bank, Kalibari Bazar Branch. The allegation levelled against the workman that he fraudulently had withdrawn money from the account No.905 standing in the name of Subrata Choudhury as alleged by the Management. It is also admitted position that a criminal case was instituted against the workman u/s 409 IPC. The workman was disengaged from the post of part-time Messenger-cum-Peon following the criminal case lodged against him as reflected from the disengagement letter, Ext. 3. I have re-considered the termination letter; Ext.3 which clearly shows that his service was discontinued solely for the sake of police case being lodged against him u/s 409 IPC. There was no other allegation against the workman except this criminal case. It is also admitted position that after full trial the workman was acquitted from the charge vide judgment and order dated 2-2-2000 in G.R.Case No.457/90. I have gone through the judgment passed by the Trial Court. It is also admitted by the Management witness No.1 in cross-examination that main task of the Cashier was to maintain account, receipt cash, maintenance of ledger, etc. From his own admission it is abundantly clear that the workman. had no role to play in the withdrawal and payment of money to the customers. It was entirely the business of the Cashier,

MW.2. The Cashier who happened to be the MW. 2 has admitted during cross-examination, that as Cashier his duty was to maintain ledger book, receive and make payment to the customers. Sometimes, he used to look after Pass Book entry, preparation of ledger book and other bank deposits, cash book accounts, etc. From his own admission it is seen that he is the custodian of all the bank documents and the payment is also received by him and payment is made to the customer by the Cashier. He has also admitted that signature of the customers in the withdrawal slip is used to be verified by the Manager, M.W. 1 as and when the payment order is passed and thereafter he used to make payment to the customers. The signature of the customer in the withdrawal slip is used to be verified by the Branch Manager, M.W. 1. It is thus apparent that the present workman does not have any role to play in the alleged happening that had taken place. From the gamut of the entire situation, it is thus seen that the Branch Manager, MW. 1 is shifting his liability on the shoulder of the Cashier, MW. 2. On the contrary, the Cashier, MW. 2 is trying to put the entire blame to the Branch Manager, MW. 1. Thus both MW. 1 and MW. 2 were trying to absolve their liability from the charge and to save their skin by fastening the entire responsibility upon the innocent poor workman.

MW. 4, is the account holder, Subrata Choudhury who was the most relevant witness in this case was not examined by the prosecution during criminal trial. But surprisingly this witness has been examined by the Management in the present case in order to fix up the entire responsibility on the workman. This witness during cross-examination has honestly admitted that he does not know who had withdrawn the money from his account. So, this witness has not put any stigma on the unfortunate workman.

9. From the above discussion, it transpires that the workman was disengaged by the Management Bank solely on the ground of initiation of the criminal case and ultimately he was acquitted by the Court of law. So, no charge has been legally proved against the workman. Here in the instant case, I find absolutely no evidence to show that the present workman had misappropriated the bank money. I am of considered opinion that the Criminal Court has rightly acquitted the workman from the charge brought against him. It is the admitted position that the workman was disengaged from service following a criminal case against him and there was no other charge in the termination letter and when he has been acquitted by a Court of law, it indicates that no charge is proved against him. So he is entitled to get back his original post.

10. Having heard both sides and having considered the entire evidence on record and also having considered the relevant documents, I am constrained to hold that the workman was illegally disengaged from the Post of

part-time Messenger-cum-Peon by the Management. In the result, the Management Bank is hereby directed to re-engage the workman in his original Post with effect from the date of his termination/disengagement i.e. on 19-5-1990. Accordingly, the workman is entitled to get back all of his back wages.

Send the Award to the Government as per law.

Given under my hand and seal of this Court on this 21st day of December, 2010, at Guwahati.

D. K. DEB ROY, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 254.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण भारतीय बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचाट (संदर्भ संख्या 60/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/09/2009-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S.O. 254.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2009) of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of The South Indian Bank Ltd. and their workman, received by the Central Government on 29-12-2010.

[No. L-12012/09/2009-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.2, MUMBAI

**PRESENT :** K. B. KATAKE, Presiding Officer.

**Reference No. CGIT 2/60 of 2009**

Employers in Relation to the Management of  
The South Indian Bank Ltd.

The General Manager,  
The South Indian Bank Ltd.,  
2nd floor, 266, Gupta Mansion  
Linking Road, Bandra (W)  
Mumbai-400 050.

AND

Their Workmen

Shri D. R. Mahamunkar,  
Ramshraddha CHS Phase-II,

Indra Lok, C-Wing, 4th floor,  
Room No. 401, Vimal Dairy Road,  
Bhayandar (E), Distt, Thane.

#### APPEARANCES :

For the Employer : Mr. M. G. Nadkarni, Advocate

For the Workman : No appearance.

Mumbai, dated the 15th November, 2010

#### AWARD

The Government of India, Ministry of Labour has sent this reference by its order No. L-12012/09/2009-IR(B-I), dated 25-06-2009. By this reference, Ministry of Labour sent industrial dispute to this Tribunal to determine whether the action of General Manager, South Indian Bank Ltd., Bandra (E), Mumbai in dismissing Shri D. R. Mahamunkar from their services by way of punishment is legal and justified, if not, what relief the workman is entitle to?

2. After receipt of the reference, notices were sent to the parties. Notice of second party workman returned with endorsement 'unclaimed'. Endorsement 'unclaimed' amount to service to the workman. Inspite for service, workman remained absent. He has not filed statement of claim. Therefore, question of filing written statement by the otherside also does not arise. As the workman neither appeared in this proceedings not filed his statement of claim. Therefore the reference cannot be adjudicated on merit. In short, the reference deserves to be rejected. Thus I pass the following order.

#### ORDER

The reference stands rejected for want of prosecution.

Date : 15-11-2010

K. B. KATAKE, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 255.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 89/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-12-2010 को प्राप्त हुआ था।

[सं. एल-41012/81/94-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S.O. 255.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/95)

of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway and their workmen, received by the Central Government on 29-12-2010.

[No. L-41012/81/94-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

**BEFORE SRI RAM PARKASH, HJS, PRESIDING OFFICER,**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

#### Industrial Dispute No. 89 of 95

In the matter of dispute between

Surender Singh

President,

Rashtriya Chaturth Shreni Rail Mazdoor Congress,  
4 Herapura Nagra, Jhansi.

#### AND

Divisional Railway Manager,  
Central Railway, Jhansi

#### AWARD

1. Central Government, MoL vide notification no.L-41012/81/94-IR(B-I) dated 19-07-95 has referred the following dispute for adjudication to this tribunal—

2. Whether the action of Divisional Railway Manager, Central Railway Jhansi and Area Suptd, Central Railway Banda, in not regularizing the services of Sri Suresh Babu Sharma with effect from 12-08-90 is legal? If not to what relief the concerned workman is entitled?

3. Subsequently vide order dated 12-03-04 of the MoL, there was a corrigendum in the reference order. After corrigendum the reference was made like this that the workman Sri Suresh Babu Sharma whose services have been terminated with effect from 12-08-90 is just?

4. Brief facts are -

5. It is an admitted facts of both the parties that workman Sri Suresh Babu Sharma was engaged as a casual labour on 10-4-1985 under D.R.M. Jhansi. It is alleged by the claimant that after putting in 120 days he has acquired the temporary status on 5-5-86, and he continued to work till 12-08-90 under Station Suptd., Banda, as MRCL. Thereafter he was removed from the services without any reason, without any notice, without any retrenchment compensation, without any written order. He was neither discharged nor was his services terminated. He has been illegally deprived from his work. It is also alleged that certain junior workers have been made regular. It is also

alleged that one Sri Mathura Prasad son of Sri Devi Deen who was engaged with the claimant is still working under Station Suptd. Banda, in the Operating Department.

6. Therefore, he has prayed that the action of the management be declared as unjustified and illegal and he be directed to be reinstated in the service of the opposite party with full pay and continuity of service.

7. Opposite party has filed the written statement. They have denied that the claimant has acquired the temporary status. It is alleged that the claimant has been removed after giving one month notice before retrenchment which was served upon him. Thereafter he was also paid two months wages as a retrenchment compensation in advance which was received by the claimant. After receiving the compensation the claimant has no right to challenge the same. It is incorrect to say that they have not followed the provisions of Industrial Disputes Act. They have also denied that any junior person has been made regular. It is also alleged that there is a circular of the railway dated 18-12-80, according to that circular no engagement or employment can be given without the permission of the General Manager. As the claimant was engaged initially in the year 1985 so his employment could not be regularized. Other contents of the claimants have been denied by the opposite party vehemently with the prayer that the claim of the applicant is liable to be rejected being devoid of merit.

8. Claimant has also filed rejoinder but therein no new facts have been alleged except reiterating the facts already pleaded by the claimant in his claim petition.

9. Both the parties have filed documents in support of their respective claim which will be referred in the body of this award at the appropriate stage.

10. Both the parties have adduced oral evidence in support of their respective case.

11. Claimant has adduced himself as a witness W.W. 1. Opposite party has adduced one witness Sri Prakash Chandra Sarkar and M.W.2 Sri Iqbal Khan who is Assistant Personnel Officer.

12. Heard and perused the whole evidence.

13. The only short question is to be decided in the instant case is whether the management has fulfilled all the condition precedent to retrenchment of a workman as provided under section 25F of I.D. Act 1947.

14. Section 25F provides like this-

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

(a) The workman has been given one month notice in writing indicating the reasons for

retrenchment and the period for notice has expired or the workman has been paid in lieu of such notice wages for the period of the notice.

(b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to 15 days average pay or any part thereof in excess of six months and,

(c) Notice in the prescribed manner is served on the appropriate government.

15. First of all would like to say that the opposite party has wrongly stated in their written statement that the claimant has not acquired any temporary status, because the witness M.W.2 has specifically admitted in the cross-examination that the claimant has acquired temporary status.

16. Now only dispute is whether a notice as provided under sub section (a) of section 25 F has been given or not.

17. After going through the provisions of section 25F of the act it stands clear that a heavy burden lies on the shoulder of the opposite party that before effecting retrenchment they have to comply with condition laid down under section 25 of the Act. The authorized representative for the opposite party has stated that they have not filed any notice which was served and received by the claimant on the file.

18. Now the question arises as to whether the management has paid any retrenchment compensation which is to be paid at the time of retrenchment as provided under section 25F (b) of the Act. Claimant has specifically pleaded that he was not paid any retrenchment compensation at the time of his retrenchment. It is a fact that he was retrenched on 13-08-90 Witness M.W.2 produced by the management has clearly stated in his examination in chief that the claimant was paid the retrenchment compensation in the year 1995. He also stated that without seeing the record he could not say how much compensation has been given to the claimant. He also stated that at present he could not say whether any notice was given to the claimant or not. He also stated that the retrenchment order which was passed by the concerned depot is not present with him. He specifically admitted that the workman has not been paid the retrenchment benefits at the time of his retrenchment but was paid later on in the year 1995 though it has also been disputed by the claimant. This burden also lie on the management to prove as to how much amount by way of retrenchment compensation became due to the workman and how much amount was paid to the workman by way of retrenchment compensation.



19. Opposite party has invited my attention towards paper No. 16/2, where certain amount shown is alleged to have been received by the claimant in November 1995. Even if I take the cognizance of this paper it also clearly shows that the amount has been paid in November 1995, which is clear cut violation of provisions of Section 25F of the Act. Probably this amount was paid only after the claimant has filed the litigation before ALC and before this Tribunal, because M.W.2 has admitted in the cross that the retrenchment benefits have been paid to the claimant after institution of this case.

20. I have gone through the documents filed by the management there are several documents filed by the management.

21. Opposite party has filed letter dated 27-07-90 in respect of reconstitution and abolition of certain post. Opposite party has filed a circular dated 2-03-88 regarding engagement of casual labour. Opposite party has filed seniority list dated 13-4-92 and certain letters and attendance and payment sheets.

22. I have gone through these papers in the light of statement of M.W.1 and 2.

23. It is also the contention of the claimant that after the removal of his service certain juniors are still working in the department names of whom have been stated by him in his statement of claim. M.W. 2 admitted in his cross examination that in the year 2001 certain old workers who were removed have been employed under a policy. When a suggestion was put to the witness that certain junior like Ramesh Chandra, Mahesh Prasad, Sohan Lal, Lakhan Singh, Mathura Prasad etc. are still working, he expressed his ignorance about his fact. Even the claimant has specifically disclosed the name of one Sri Mathura Prasad in the claim petition, opposite party has not given any specific denial in their reply regarding Mathura Prasad.

24. From the perusal of evidence documentary as well as oral it has been specifically found clear that the management has not followed the condition to retrenchment which are mandatory in as much as the workman has not been paid his retrenchment compensation at the time of retrenchment according to law. Payment of amount to a retrenchment workman is a condition precedent and the amount must be tendered along with the termination letter. Here the management has failed to prove the fact that they have given the amount of retrenchment compensation at the time of effecting retrenchment. Therefore, it is concluded that the action of the management in terminating the services of the claimant is neither legal nor justified and the workman is held to be entitled for his reinstatement with entire back wages, continuity of service and all consequential benefits.

25. Reliance has also been placed by the authorized representation for the claimant on a case (2007)1 Supreme

Court Cases (L&S) 961 Sri Ram Industrial Enterprises Limited *versus* Mahak Singh and Others wherein the Hon'ble Supreme Court has held that where the provisions of section 25F have been found to be violated, the workman action of the management in terminating the services of the workman should be held to be illegal, and inoperative in the eye of law.

26. Accordingly in view of observations given above, it is held that the action of the management given in schedule of reference order is neither legal nor justified. Workman is held to be reinstated in the service of the management with full back wages, continuity of service and with all consequential benefits.

27. Reference is answered accordingly.

RAM PARKASH, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 256.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ एलसीआईडी संख्या 133/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-2010 को प्राप्त हुआ था।

[सं. एल-39025/1/2010-आई आर(बी-2)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S.O. 256.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. LCID No. 133/2004) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 24-12-2010.

[No. L-39025/1/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

**PRESENT :** SHRI VED PRAKASH GAUR  
Presiding Officer

Dated the 24th day of November, 2010

**INDUSTRIAL DISPUTE L.C.I.D. No. 133/2004**  
(Old I.D.No.19/2003 Transferred from Industrial  
Tribunal-cum-Labour Court, Visakhapatnam)



**Between :**

Smt. G. Kanaka Mahalakshmi,  
W/o. Appala Suri,  
D. No. 28-21-3, Opp. Classic Complex,  
Dabagardens, Visakhapatnam

...Petitioner

AND

1. The Assistant General Manager,  
Bank of Baroda, Hyderabad Business  
Office, Hyderabad.
2. The Branch Manager,  
Bank of Baroda,  
Aseelumetta Branch,  
Visakhapatnam

... Respondents

**APPEARANCES :**

For the Petitioner : M/s. J.P. Ranga & Katta  
Jagannadham, Advocates

For the Respondent : M/s. D.V. Subba Rao &  
D.V.S.S. Somayajulu,  
Advocates

**AWARD**

This case has been filed by the Petitioner Smt. G. Kanaka Mahalakshmi, an ex. Employee of Bank of Baroda, Aseelumetta Branch, Visakhapatnam under Sec.2 A (2) of the I.D. Act, 1947 before the Industrial Tribunal-cum-Labour Court, Visakhapatnam which was transferred to this Court in view of the Government of India, Ministry of Labour's order No.H-11026/1/2001-IR(C-II) dated 18-10-2001 bearing I.D. No.19/2003 and renumbered in this Court as L.C.I.D.No.133/2004 and notices were issued to the parties.

2. It has been alleged by the Petitioner that she is a lady workman joined in service with 2nd Respondent as Sweeperess on 10-2-1992 on weekly wages of Rs.60 per week. Same was changed into monthly wage and increased to Rs.3200 P.M. She has been rendering her services since 10-2-1992 and had worked without any blemished remarks and to the utmost satisfaction of her superiors. While working so, on 31-7-2002 to the utter surprise of the workman the management terminated the services of the Petitioner without assigning any reason in a most illegal and highhanded manner. Thereafter Petitioner made several requests and representations to Respondent No.1 and Respondent No. 2 but, no heed was paid and no action was taken, that has forced the Petitioner to present this petition before this tribunal for her reinstatement with back wages.

3. Respondent Nos. 1 and 2 has filed joint counter statement. They have stated that the applicant was engaged on daily wages on purely casual basis in 1992. Her services were required intermittently in Aseelumetta branch whenever there was work with the Respondent. She was not appointed against any permanent vacancy nor her appointment was according to the recruitment rules of the bank's services. No appointment letter was issued to the Petitioner. She was engaged by the Bank of Baroda who has no authority to engage any person even on casual basis. There was no question of termination of services because she was not a regular employee. She was engaged on purely casual and need basis. She can not be reinstated because she was not holding a permanent post. There was no relationship of employer and employee between Petitioner and bank. The bank got a permanent employee as sweeper and the services of the Petitioner are no more required in the year 2002, hence, she was not engaged. The Petitioner was neither recruited as per banking rules nor her appointment is according to the pronouncement of Hon'ble Supreme Court in the matter of Union of India Vs. N. Hargopal and others, the Petitioner's initial employment itself was illegal as such, she was not entitled for regularization as held by Hon'ble Supreme Court of India in the matter of Ashwini Kumar & Ors Vs. State of Bihar reported in 1997-002 SCC 001 SC. The Petitioner is not entitled for any relief as claimed by her.

4. Parties were directed to file their evidence. Petitioner has filed xerox copy of the letter of Sri D. Sadananda Rao, Regional Manager dated 21-5-1999 addressed to Smt. Kanaka Mahalakshmi informing her about his overseas posting to U.K. and thanking her for her sincere support and co-operation. She has filed Ex. W2 xerox copy of representation, Ex. W3 another representation dated 18-1-2003, and her own affidavit as examination in chief and appeared for cross examination and she has been cross examined by the Respondent. The Respondent bank has filed affidavit of Sri S.B.S.A. Subba Rao, Senior Manager in the Respondent bank and has presented him for cross examination.

5. Both the parties have filed their written submissions. I have gone through the written argument of both the parties. It has been argued by the Learned Counsel for the Respondent that the Petitioner workman has worked with Respondent bank since 1992 upto 30-7-2002, as such, she has become entitled for regularization. She has worked for more than 3650 days and more than 240 days in a year. I have considered this argument in the light of the evidence of the Petitioner workman and her claim petition and counter statement.

6. This tribunal has to consider :—

1. Whether the Petitioner workman has been working with the Respondent management since 1992 upto 31-7-2002 regularly as casual labour or not?
2. Whether she has completed 240 days in a year as argued by the Learned Counsel for the Petitioner, before her disengagement from the service ?
3. Whether Petitioner is entitled for any relief ?

7. **Point Nos.1 & 2:** Learned Counsel for the Petitioner workman has submitted in his written argument that Petitioner has worked for 3650 days during the period of 10 years and she has worked for more than 240 days in each year without any interruption, but this material fact has not been brought before this tribunal either in the claim statement filed by the Petitioner workman or in her affidavit which she has filed as her examination in chief, as such, the mere argument of the Learned Counsel for the Petitioner workman that Petitioner has worked for 3650 days in a span of 10 years is devoid of any merit or without any basis. So far as the question of Petitioner working for more than 240 days before the date of her disengagement, there is no evidence to this effect as well on the record. Petitioner workman has not stated this material fact in her own affidavit filed before this tribunal nor she has stated this material fact when she appeared for her cross-examination and has marked her documents on oath. As against this fact, in her cross examination workman has admitted that no appointment order was given to her at any time nor had she filed any document to show that she was paid weekly and monthly wages. Though she has stated that she has worked daily from December, 1993 to July, 2002, there is no evidence on the record to substantiate the claim of the Petitioner that she worked regularly from December, 1993 to July, 2002. The Petitioner has admitted that her appointment was casual, she was not appointed in a regular vacancy the basis of her appointment is only casual.

8. From the above statement of the Petitioner workman it is clear that Petitioner was not appointed through the recruitment process of the bank's service rules, as such, her initial appointment itself is illegal and void as held by Hon'ble Supreme Court of India in the matter of Ashwini Kumar & Ors Vs. State of Bihar reported in 1997-2002 SCC 001 SC. The initial appointment of the Petitioner itself is illegal and void as she was not appointed through regular process of the recruitment rules, she has no right to claim either for reinstatement or for regularization.

9. This fact has been alleged by the Respondents in their counter statement that the Petitioner was neither regular employee nor she was appointed in a regular basis, she was appointed in the post on need basis. She has not been able to prove that she has worked for 240 days in a year prior to date of her disengagement, as such, she is not entitled for any compensation under Sec.25F of the

Industrial Disputes Act, 1947. Learned Counsel for the Petitioner workman has relied upon the case law Chandulal Vs. M/s. Pan American World Airways Inc., reported in AIR(SC) SCC 2 (1985) 727. LLJ 2(1985) 181 and case law reported in AIR (SC) (1999) 983, between Dipti Prakash Banerjee and Satvendra Nath Bose National Centre for Basic Sciences, Calcutta, these case laws are not applicable in the present case because the facts of those cases are different from the present case.

10. From the evidence available on the record and as discussed above, this tribunal is of the opinion that the Petitioner was not legally appointed, she was simply a daily wage worker as such, in the light of the judgment of Hon'ble Supreme Court published in AIR 2006 SC 1806, Secretary, State of Karnataka & Others Vs. Umadevi & Others, the Petitioner was neither appointed legally nor appointed against permanent vacancy as such, she can not claim for regularization or absorption, her claim is devoid of merit and she is not entitled for any relief. Point Nos. 1 and 2 are decided accordingly.

11. **Point No. 3 :** As discussed in the earlier paragraphs of this award, Petitioner was neither regularly appointed nor she was entitled for any relief in the light of the case reported in AIR 2006 SC 1806, Secretary, State of Karnataka & Others Vs. Umadevi & Others, this petition is devoid of any merit. Petitioner is not entitled for any relief, hence, petition deserves to be dismissed. It is dismissed. Hence, this Award.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 24th day of November, 2010.

VED PRAKASH GAUR, Presiding Officer

#### Appendix of evidence

Witness examined for the Petitioner	Witness examined for the Respondent
WW1: Smt. G Kanaka Mahalakshmi	MW1: S.B.S.A. Subba Rao

#### Documents marked for the Petitioner

Ex.W1:	Copy of letter No. RM:AP 11:DO:7/674 dt. 21-5-1999 from Regional Manager, Repondent bank to WW1
Ex.W2:	Copy of representation of WW1 to Respondent
Ex.W3:	Copy of representation of WW1 to Respondent dt. 18-1-2003
Ex.W4:	Copy of postal acknowledgement

#### Documents marked for the Respondent

NIL

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 257.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. I, नई दिल्ली के पंचाट (संदर्भ संख्या 33/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/33/2010-आई आर(बी- II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S.O. 257.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2010) of the Central Government Industrial Tribunal-cum-Labour Court-No. I, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workmen, which was received by the Central Government on 24-12-2010.

[No. L-12012/33/2010-IR (B-II)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1. KARKARDOOMA COURT COMPLEX, DELHI**

**I.D. No. 33/2010**

Shri Pawan Kumar S/o Shri Rajendra Prasad  
House No.594, Village Mirzapur Vijay Nagar,  
Pargana - Loni  
Tehsil & District Ghaziabad, (U. P.)

...Workman

**Versus**

1. The Chairman,  
Union Bank of India,  
Head Office,  
239, Vidhan Bhawan Marg,  
Nariman Point, Mumbai

2. The Regional Manager,  
Union Bank of India,  
Regional Office,  
Opp, Government Inter College Begum Bridge Road,  
Meerut (U.P.)

3. The Chief Manager,  
Union Bank of India,  
54, Model Town Opp, Navrang Cinema,  
G.T. Road, Ghaziabad (U. P.)

...Management

**AWARD**

Union Bank of India (hereinafter referred to as the bank) engaged Shri Pawan Kumar at its extension counter at Santosh Medical Hospital and branch at Model Town, Ghaziabad, for work of temporary/ad-hoc in nature. He was paid remuneration for number of days he worked with the bank. However he was not engaged through medium of employment exchange or regular selection process. His services were disengaged by the bank, which act became a bone of contention. Shri Pawan Kumar raised a dispute before the Conciliation Officer, seeking reinstatement in service of the bank. His claim was resisted and conciliation proceedings filed. On consideration of failure report submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No. L-12012/33/2010-IR (B-II), New Delhi dated 22-6-2010, with following terms:

“Whether the action of the management of Union Bank of India in terminating services of Shri Pawan Kumar, since w.e.f. 5-2-09 is just, fair and legal? what relief the workman is entitled to?”

2. Claim statement was filed by Shri Pawan Kumar pleading that he was engaged by the bank as labour-cum-sweeper/peon-cum-orderly at its extension counter at Santosh Medical Hospital, Ghaziabad on 1-6-2002. He worked there continuously for a period of four years. He was paid his salary @ Rs. 1500/PM. Thereafter he was shifted to the branch located at 54, Model Town, G. T. Road, Ghaziabad, where he worked continuously for three years. His employment was of temporary in nature. However, his duty hours started from 8 AM to 6PM in the branch of the bank and from 6PM to 8PM at the residence of its officers. He used to perform multifarious duties such as sweeping, Cleaning of office premises work of peon labour and dak runner and as an orderly at the residence of the officers of the bank. He has been granted petty expenses for journey and travelling allowance in addition to his salary. When he was working in the bank, two group ‘D’ employees were appointed. His services were terminated all of a sudden on 5-2-2009. No notice or pay in lieu thereof and retrenchment compensation was paid to him. He seeks an award of compensation amounting to Rs.14 lakh or payment of minimum wages since he was exploited for long 7 years. In alternative he claims reinstatement, besides his regularization in services of the bank. Litigation expenses have also been claimed by him.

3. Contest was given to the claim by the bank pleading that the claimant was never engaged through regular process of employment and no appointment letter was issued to him. There was no employer and employee relationship between the parties and as such he is not a workman within the meaning of definition given in clause (s) of Section 2 of the Industrial Disputes Act, 1947 (in short the Act). The dispute cannot be termed as an industrial

dispute within the definition given in clause (k) of Section 2 of the Act. It has been projected that the claimant was never appointed through regular process of employment or medium of employment exchange. The bank agitates that work of temporary or ad-hoc in nature was taken from the claimant and he was paid remuneration for number of actual days he worked. It has been denied that he was paid wages @ Rs.1500 per month. It has further been denied that he worked continuously with the bank and rendered 240 days continuous service in a calendar year. It has further been denied that he worked continuously with the bank from 1-6-2002 to 5-2-2009. The bank pleads that since engagement of the claimant was for ad-hoc nature of job there was no case for service of notice or pay in lieu thereof and payment of retrenchment compensation. He is not entitled to compensation as claimed or reinstatement in service, besides regularization in job. It has been projected that his claim deserves dismissal and the same may be dismissed.

4. Out of pleadings of the parties, following issues were settled:

1. Whether engagement of the claimant by any process, other than regular recruitment process, will not confer status of a workman on him?
2. Whether the claimant had worked continuously for a period of 240 days in a calendar year?
3. As in terms of reference.
4. Relief

5. Claimant had tendered his affidavit Ex. WW1/A as evidence, besides 79 documents. He was cross examined at length on behalf of the management. Shri R. S. Bansal, Branch Manager, tendered his affidavit Ex. MW1/A as evidence. He was cross examined at length on behalf of the claimant. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri S. C. Soren, authorized representative, advanced arguments on behalf of the claimant. Shri Rajat Arora, authorized representative, raised his submissions on behalf of the bank. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

#### **Issue No. 1**

7. Shri Bansal swears in his affidavit Ex. WW1/A that the claimant was never appointed by the bank through regular process of employment and no appointment letter was issued to him. He was never engaged through medium of employment exchange and rendered only casual services to the bank, for which he was paid. Hence no right accrued in his favour and there existed no relationship of

employer and employee between the parties. Relying the evidence so testified by Shri Bansal, it was argued that there were never existed relationship of employer and employee between the parties, which may confer status of a workman on the claimant. However it was not disputed that the claimant had worked for the bank for a period of 313 days intermittently. Thrust of contention of Shri Arora has been that the claimant was engaged on ad-hoc basis, which confers no right or status of an employee on him.

8. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact been employment of the kind usually performed by the employees. Any such inference, however is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the employee, at the time when his services were engaged, need not have known the identity of his employer, there must have been some act or contract by which the parties recognized one another as master or servant.

9. As admitted by Shri Bansal the claimant was engaged by the bank for work of ad-hoc nature. He concedes that the claimant worked with the bank at intermittent period for 313 days. The claimant was paid through vouchers by the bank for work done by him, unfolds Shri Bansal. According to him, claimant was not paid @ Rs.1500 PM. Therefore out of facts unfolded by Shri Bansal, it emerges that there is no denial of fact that the claimant was engaged by the bank for ad-hoc nature of job. Engagement of the claimant was not honorary. He was paid for the work done by him. These facts make it clear that when claimant was engaged by the bank it established a relationship of employer and employee between the parties. All attributes of an employee were adorned by the claimant. He was saddled with all liabilities of an employee which clothed him with a status of a servant. It does not lie in the mouth of the bank that there existed no relationship of employer and employee between the parties. Consequently it is concluded that the bank had created relationship of employer and employee between it and the claimant.

10. Now it would be ascertained whether the claimant was a workman within the meaning of the clause (s) of section 2 of the Act. For that purpose it would be expedient to have a glance on the definition of the workman, enacted in the aforesaid clause, which definition is reproduced thus :



(s) “workman” means any person (including an apprentice) employed in any industry to do any manual unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of that dispute or whose dismissal, discharge or retrenchment has led to that dispute but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison; or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

11. Definition of workman contains three limbs. First limb of the definition gives statutory meaning of the word and determines a workman by reference to a person (including an apprentice) employed in an industry to do any manual, unskilled, skilled, technical, operative, clerical or supervisory work for hire or reward. The second limb is designed to include a person— (i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment has led to an industrial dispute within the ambit of workman. However the third part of the definition excludes the categories of persons specified in clause (i) to (iv) from the expression “workman”. The definition does not state that a person, in order to be a workman should have been employed in a substantive capacity or on temporary basis in the first instance or after he is found suitable for the job after a period of probation. In other words, every person employed in an industry, irrespective of his status- temporary, permanent or probationary- would be a workman. The expression “employed” has at least two known connotations, that is a relationship brought by express or implied contract of service in which employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind, as agreed between them or statutorily provided. It discloses a relationship of command and obedience. Reference can be made to the precedent in Food Corporation of India’s case (1985 (2) L.L.J.4).

12. As projected by Shri Bansal, the claimant was performing jobs with the bank, which were of ad-hoc in nature. Work performed by him were manual and of unskilled category. Work of unskilled category falls within the ambit of manual work. Therefore, his evident that the claimant was performing manual work for the bank. Work performed by him were compensated by the bank by way of remuneration. The legislature has used the words “hire” or “reward” than the word wages, in the definition referred above. The word ‘hire’ necessarily imports an obligation to pay. Remuneration may be paid on prorata basis and even on commission basis. Consequently it is emerging over the record that an employee who has been engaged for manual job and paid for the same, falls within the definition of workman as enacted by clause (s) of Section 2 of the Act. It does not lie in the mouth of the bank to assert that since the claimant was not engaged through the medium of employment exchange or regular process of employment, he is not a workman. It is concluded that the claimant could establish all characters of a workman and issue is, therefore answered against the bank.

#### Issue No.2

In his affidavit Ex.WW1/A claimant swears that he joined services of the bank as a temporary sweeper-cum-labour/peon-cum-orderly at its extension counter located at Santosh Medical Hospital, Ghaziabad on 1-6-2002. He rendered continuous service to the bank for 4 years. Thereafter he served Model Town branch, Ghaziabad, for three years continuously. He used to do cleaning and sweeping job at the extension counter from 8 AM to 10 AM and thereafter used to work as a peon upto 6 PM. From 6PM to 8PM he used to work as orderly at the residence of the officers of the bank. In similar manner he served Model Town, Ghaziabad, branch of the bank for 3 years. During the course of his cross examination he admits that he was engaged on casual basis. He was assured that his service will be regularized. He concedes that no appointment letter was not issued in his favour. He presents that letter Ex.WW1/M1 was received by him and he was interviewed by the bank on 25-9-2005. According to him one Harinder Singh was appointed after that interview.

14. Shri R. S. Bansal swears in his affidavit Ex. MW1/A that the claimant was never appointed as sweeper-cum- peon by the bank. However, he concedes that he was engaged on ad-hoc basis stop gap arrangement as and when regular sweeper proceeded on leave or was absent. He worked for about 313 days in all at intermittent periods. During the course of his cross examination, he does not dispute the vouchers, Ex.WW1/1 to Ex.WW1/79 proved by the claimant. He admits that in some of vouchers it is mentioned that a sum of Rs.1500 was paid to the claimant as wages for the month he worked. He denied that



the claimant worked for more than 240 days in a calendar year. According to him the claimant worked for 91 days in 2007, 23 days in 2008 and 4 days in 2009.

15. When facts testified by rival parties are appreciated, it emerge over the record that the claimant claims to have continuously worked with the bank from 1st of June 2002 till 15-2-2009. On the other hand, the bank projects that the claimant was engaged on ad-hoc basis as a stop gap arrangement as and when a regular employee happened to be on leave or could not attend duties for a considerable long period. Vouchers Ex.WW1/1 to Ex. WW1/79 are proved to show that the claimant worked continuously with the bank. When scanned vouchers Ex.WW1/73 to Ex.WW1/79 project that the claimant had worked continuously with the bank from 1-6-2002 till 31st of December, 2002. He was paid @ Rs.1500 PM for the period referred above. It is emerging over the record that for six months claimant had continuously worked with the bank without any break. Factual proposition which emerges out of these vouchers goes to substantiate the claim of the bank to the effect that the claimant worked against a leave vacancy or as a stop gap arrangement. In those six months he worked only for 214 days.

16. A claim was made by Shri Pawan Kumar that he worked continuously for the bank for subsequent period from January 2003 till 15-2-2009. However, he could place vouchers Ex.WW1/6 to Ex.WW1/69 to prove his claim. When vouchers Ex.WW1/14 to Ex.WW1/69 are perused, it came to light that the claimant worked for one day in April, 2007, 22 days in May, 2007, 16 days in June, 2007, 20 days in July, 2007, 8 days in August, 2007, 3 days in September, 2007, and 23 days in October, 2007. Thus it is evident that he worked for 93 days from April to October, 2007. No other voucher was placed over the record by the claimant to show that he had worked for any other period in that year. Vouchers Ex.WW1/6 to Ex.W1/13 could project that he worked for 10 days in December, 2008 and 2 days in January, 2009. The aspect which creeps over the record out of vouchers relied by the claimant, makes it clear that he was engaged against leave vacancy as a stop gap arrangement. It has nowhere been brought over the record that the claimant worked continuously for 2007, 2008 and 2009.

17. ExW1/M1 is a letter written to the claimant by the Employment Exchange, sponsoring his name for the post of part time sweeper in the bank. He was advised to appear for an interview on 25-9-2005, alongwith documents relating to his educational qualifications. Claimant concedes that he attended the interview on 25-9-2005 and was not selected. One Harinder Singh was appointed by the bank, in pursuance of the interview so conducted. Therefore a picture stood painted that in September, 2005 there was vacancy of part time sweeper with the bank, for which names of suitable candidates were sponsored by

the Employment Exchange. Had the claimant been working with the bank, there was no occasion for sponsoring his name for the post of part time sweeper. Claimant appeared for the interview and was not found suitable for appointment. He nowhere speaks that on that day he was working with the bank. Therefore this document makes it clear that the claim of continuous service, made by the claimant, is farther from truth. This document gives corroboration to facts presented by the bank to the effect that as and when there was a leave vacancy, the claimant was appointed on ad-hoc basis as stop gap arrangement.

18. "Continuous Service" has been defined by Section 25-B of the Act. Under sub-section (1) of the said section, "continuous service for a period" may comprise of two period viz. (i) uninterrupted service, and (ii) interrupted service on account of (a) sickness, (b) authorized leave, (c) an accident, (d) a strike which is not legal, (e) a lock-out and (f) a cessation of work that is not due to any fault on the part of the workman shall be included in the "continuous service". Sub-section (2) of the said section a fiction to the effect that even if a workman is not in "continuous service" within the meaning of clause (1) for a period of one year or six months, he shall be deemed to in continuous service for that period under an employer if he has actually worked for the days specified in clauses (a) and (b) thereof. In Vijay Kumar Majoo (1968 Lab. I. C.1180) it was held that one year's period contemplated by sub-section (2) furnished a unit of measure and if during that unit of measure the period of service actually rendered by the workman is 240 days, then he can be considered to have rendered one year's continuous service for the purpose of the section. The idea is that if within a unit period of one year a person had put in at least 240 days of service, then he must get the benefit conferred by the Act.

19. On an enquiry to find out whether the workman has actually worked for not less 240 days during a period of 12 calendar months immediately preceding the retrenchment, it came to light that the claimant had not rendered continuous service of 240 days in any calendar year, not to talk of a period of 12 months, preceding his disengagement. As detailed above, he served the bank for 214 days in the year 2002, when his services were engaged as a stop gap arrangement. His services were again engaged in 2007, when he worked for 93 days at different intervals. He served the bank for 23 days in 2008, as unfolded by Shri Bansal. He also served the bank for 4 days in 2009. He has not rendered continuous service with the bank for a period of 240 days to claim benefit of the provisions of Section 25-F of the Act.

20. Burden of proof is on the claimant to establish that he rendered continuous service of 240 days in

preceding 12 months from the date when his services were disengaged. For discharging the onus, the claimant stepped in the witness box and unfolded facts in self serving manner. In his case there was no letter of appointment. As a proof of payment made to him, the claimant produced vouchers referred above. He also called upon the bank to produce vouchers which were in its custody. The bank made a statement that no vouchers other than those proved by the claimant were in its record. Can it be said that the claimant could show a case for drawing adverse inference against the bank for non production of record? 79 vouchers were proved by the claimant which relate to different period. Bulk of vouchers so proved bring it to light that all vouchers relating to engagement of the claimant were given to him by the bank. Therefore it is not a case wherein adverse inference may be drawn against the bank for non production of the vouchers. Precedent in R. M. Yalati, [2006 (1) L.L.J. 442] does not come for rescue of the claimant. As detailed above the claimant has not been able to establish that he rendered continuous service for more than 240 days in any calendar year with the bank. The issue is, therefore answered in favour of the bank and against the claimant.

### Issue No.3

21. In affidavit Ex.WW1/A claimant does not spell the date when his services were dispensed with. He had not asserted at all as to what were the reasons for discontinuance of his services. On the other hand, the bank presents that his services were engaged on adhoc basis as stop gap arrangement. When regular employee came for the job, services of the claimant were disengaged. In view of findings recorded in preceding sections, the claimant had not acquired any right under the provisions of section 25-F of the Act, Action of the management in discontinuing the services of the claimant cannot be termed as unjust, unfair and illegal. Issue is therefore, answered in favour of the bank and against the claimant.

### Relief

22. Neither continuity in service has been established by the claimant nor he could show that any right accrued in his favour to serve the bank, in such a situation claim made for reinstatement in service is found to be untenable. In view of the findings detailed above, claim projected by Pawan Kumar is discarded. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dated: 2-11-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 258.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के

प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय- II चण्डीगढ़ के पंचाट (संदर्भ संख्या 1097/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/47/1995-आई आर(बी- II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S.O. 258.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1097/2005) of the Central Government Industrial Tribunal-cum-Labour Court-II, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 24-12-2010.

[No. L-12012/47/1995-IR (B-II)]

RAMESH SINGH, Desk Officer

### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHANDIGARH

**Present:** Sri. A. K. RASTOGI, Presiding Officer

**Case No. I. D. 1097/2010**

Registered on 21-9-2005

Central Committee Member, Canara Bank Staff Union, B.XI/1662, Rari Mohalla, Ludhiana (Pb.) - 141008

... Applicant

### Versus

Dy. General Manager, Canara Bank, Circle Office, Sector 34-AS, Chandigarh- 160017.

... Respondent

### APPEARANCES

For the Claimant A.R

For the Management Sh. A.P. Jagga, Advocate

### AWARD

Passed on 22 November, 2010

Central Government vide Notification No. L -12012/47/95- IR (B-II) dated 26-2-1998 by exercising its powers under Section 10 Sub Section (1) Clause (d) and Sub Section 2 (A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial dispute for adjudication to this Tribunal:—

With reference to the CGIT, Chandigarh Award dt. 18-1-93 in case No. 98/90 what should be the basis for fixation of salary of the workman, Sh. Radhey Sham Sharma, upon his reinstatement in terms of the Award?

The claimant has raised an industrial dispute by stating that the workman Radhey Shyam Sharma had been

placed under suspension by the management on 18-9-1982 and was reinstated on 6-3-1985 with a punishment of stoppage of one increment only. He was again placed under suspension on 21-10-1988 and subsequently dismissed on 30-10-1988. He had challenged his dismissal in case No. 98/90 and by its award dated 18-1-1993 the Tribunal reinstated him with a stoppage of only two increments with cumulative effect. Thus, he was entitled to all the benefits of his service except the arrears for the period of his dismissal. According to the claimant, the workman has been deprived of the privileges and benefits due for him in terms of award and the fitment of his salary without giving him increments for both the period of his suspension is wrong.

The respondent contested the claim by filing written statement. It was stated that the issue relating to the previous suspension is beyond the competence of the present reference and the claim statement does not attack specifically any entry of fitment of salary in any particular year and the workman had also not indicated any alternative figure for the wrong fitment. It has been asserted in the written statement that under the award the workman had been granted only the continuity and not any arrears and it is not understandable as to which benefits are being referred to by the claimant as 'all the benefits'. The alleged deprived privileges have not been specified in the claim statement. According to the management there is nothing in the award to suggest that the workman will be considered as being on duty during the period of suspension. Along with the written statement a chart has been annexed showing the fitment of salary. As per chart, the workman remained suspended firstly from 18-9-1982 to 7-3-1985. He was awarded punishment of stoppage of one increment at that time. Before his suspension he had been given annual increment on 26-11-1981. From the date of the increment till his suspension he worked for 297 days and his next date of increment on his reinstatement came to be 15-5-1985 i.e. 68 days from 8-3-1985. Second time he remained suspended from 21-1-1988 to 30-10-1988. Before this suspension annual increments had been given to the workman on 12-5-1987. From the date of increment till his dismissal the workman worked for 251 days before his suspension. Hence, his next date of increment on his reinstatement as per award was 21-2-1989 i.e. 251 days + 114 days from 31-1-1988 to 20-2-1989. On 21-2-1989 and 21-2-1990 two increments were stopped as per award. Thereafter, in subsequent years the due annual increments were given to him up to his reinstatement on 7-5-1993.

The claimant has filed a rejoinder to say that in the award only the back wages had been denied and not the arrears of any kind and it is wrong to suggest that the payment of increments pertaining to the previous period of suspension up to 7-3-1985 do not fall within the purview of the award. The workman has to suffer a total loss of three increments i.e. one of his previous suspension up to

March 1985 and two increments as per award. 'The present paid wages of the workman may be verified by deducting three increments of penalty from the scale wages from the date of his appointment till date'.

From the pleading of the parties, following issues arise for the decision:—

1. Whether the workman is entitled to the increments for his earlier suspension period from 18-9-1982 to 6-3-1985?
2. Whether the respondent has not correctly fixed the salary of the workman and if not, what should be the basis for fixation of salary in terms of award dated 18-1-1993 in case No. 98/90?

In support of his case, the workman has tendered his affidavit and the respondent the affidavit of Manoj Kumar Sood, Manager, Canara Bank D.A. Cell, Circle Office, Jalandhar.

Parties have filed written arguments in the case which were considered by me along with material on record. My findings on various are as follows:—

#### **Issue No.1**

In the claim statement the claimant has raised a dispute about the earlier suspension period of the workman from 18-9-1982 to 6-3-1985 also. At that time he had been awarded punishment of stoppage of one increment. It is important to note that in case No. 98/90 in which the award dated 18-1-1983 was passed by the tribunal and which is a subject matter of reference, only the punishment to dismissal awarded to him had been substituted with the stoppage of two increments with cumulative effect.

In his rejoinder the claimant has stated that in the award only the back wages had been denied to workman and not the arrears of any kind. He had suffered a loss of three increments, one of his previous suspension and two as per award, while the Tribunal had given the punishment of stoppage of two increments only.

The argument of the management is that regarding the earlier suspension period from 18-9-1982 to 6-3-1985 the workman did not initiate any proceedings and it is not a subject matter of the present reference. That suspension has attained finality.

I agree with the arguments of the management. It is important to note that in the award dated 18-1-1993 a copy whereof has been filed by the claimant along with his written arguments, only the punishment of dismissal of the workman has been substituted with the stoppage of two increments with cumulative effect and not all earlier punishment had been substituted. Hence the dispute about stoppage of increments for the earlier suspension period is beyond the reference. The entitlement of the workman to the increments for that period cannot be decided in this

reference. Issue No.1 is decided accordingly against the workman.

### Issue No. 2

Regarding the fixation of his salary the claimant in his arguments has again raised a dispute which is beyond the present reference. Along with his written arguments the claimant has filed L.P.C. dated 21-3-1985 of the workman from his erstwhile employer Laxmi Commercial Bank Ltd., which subsequently merged with the Canara Bank. In this Pay slip the basic Pay has been shown as Rs.775 while as per Salary fixation Chart Annexure-A of the written statement of the management, the Basic Pay has been shown as Rs. 615 on 8-3-1985. Firstly, this Tribunal has not to consider the fixation of the salary of the workman from a stage earlier to the period covered by the award dated 18-1-1993. Secondly the L.P.C. submitted by the claimant along with the written arguments cannot be considered otherwise also. He has not mentioned such L.P.C. or the fixation of salary in his claim statement or in his evidence and he cannot be allowed to spring surprise on the management at this late stage.

The only question with reference to the award in question is whether the workman is entitled to increment during the suspension period from 21-1-1988 to 30-10-1988.

During the suspension period his due date of increment was 15-5-1988 which according to management shifted to 21-2-1989.

The argument of the management is that as the workman was not on duty during the period of suspension hence, he was not entitled to any increment during that period. The Tribunal in its award dated 18-1-1993 has nowhere directed that the workman would be entitled to be considered as having been on duty during the period of suspension. He was not granted back wages which indicates that the absence of the workman during the suspension period will be treated as such and he cannot be treated on duty.

I agree with the arguments of the management. The award dated 18-1-1993 provides that the punishment of dismissal of the workman is substituted with the stoppage of two increments with cumulative effect, however with continuity of service. It further says that the workman will not be entitled to back wages at all. As the back wages have not been allowed to the workman and the award does not say that the workman will be treated on duty during the period of suspension the salary of the workman should be fixed after shifting his date of increment from 15-5-1988 to 21-2-1988 as has been done by the management. He is not entitled to any increment during the period of suspension in terms of award dated 18-1-1993 in case No.98/90. Reference is answered accordingly. Let two copies of award

after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 259.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 114/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-12-2010 को प्राप्त हुआ था।

[सं. एल-12012/65/2005-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S.O. 259.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/2005) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workmen, which was received by the Central Government on 24-12-2010.

[No. L-12012/65/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

### ANNEXURE

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, JAIPUR

### PRESENT

N. K. PUROHIT, Presiding Officer

**I.D. 114/2005**

**Reference No. L-12012/65/2005-IR (B-I)  
dated: 1-9-2005**

Shri Hemraj Gurjar, S/o Nanuram Gurjar,  
R/o- IC-57,  
Gurjar Basti,  
Shastri Nagar,  
Jaipur.

V/s

The General Manager (Personnel),  
Vijaya Bank, Head Office,  
41/2. M. G. Road,  
Trinity Circle,  
Bangalore -560 001

### AWARD

**30-6-2010**

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 and



2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial Dispute to this tribunal for adjudication which runs as under:—

“Whether claimant Shri Hemraj Gurjar S/o Shri Nanuram Gurjar was employed as class IV employee on the post of peon in Vijaya Bank, Jaipur from 1-4-1998 to 20-8-2004. If yes, his termination discontinuation from 20-8-2004 from the post of Peon is legal and justified? If not, to what relief the claimant is entitled to and from which date?”

2. In brief, the case of the claimant in his statement of claim is that he was employed as peon on 1-4-1998 in non-applicant bank. On 20-8-2004 he was not taken on duty while he had reported to duty in the bank. From 1-4-1998 to 20-8-2004 he had completed 240 days in each calendar year despite this the management bank terminated his services without giving him any notice, notice pay or any compensation. The termination of the services of the workman is in violation of 25 (F), (G), (H) of the Industrial Disputes Act. Hence the claimant has prayed for reinstatement in services with all consequential benefits.

3. In reply, the management of the bank has submitted that the claimant was employed as temporary part time worker on daily wages basis on Rs. 50 per day. It has been further submitted that at Vidyadharnagar branch the claimant was engaged on 18-12-2003 and prior to that he was employed at Nahri ka Naka, Jaipur. The bank has a procedure and rules for appointment and the claimant had never been appointed as per above procedure. Therefore, the claim should be rejected.

4. In rejoinder, the claimant has only reiterated his earlier averments in his statement of claim and has not introduced any new facts.

5. The claimant moved an application on 10-3-2006 for summoning the documents mentioned therein from opposite party. At the stage of reply & arguments on said application, the tribunal remained vacant from July, 06 to August, 09. Subsequently after posting of the Presiding Officer, notices were again issued to both the parties. Both the parties put their appearance on 17-6-10. The claimant moved an application alongwith an affidavit for withdrawal of his claim. On subsequent date i.e. 29-6-10 the representative on behalf of the bank submitted reply stating therein that at present the claimant is working with Indian Overseas Bank, Vaishali Nagar, Branch. Since the claimant got the permanent job in Indian Overseas Bank, he has moved the application for withdrawal of his claim. In this regard a copy of the letter dated 11-6-10 written by the claimant to General Manager, Vijaya Bank, Bangalore, has also been enclosed.

6. Heard the learned representative on behalf of bank and perused the record.

7. As regards application of the claimant for withdrawal of the claim in concerned, there is no legal provision under Industrial Disputes Act for withdrawal of claim. The provisions of CPC pertaining to withdrawal of civil suits are not applicable in the matter of Industrial Disputes referred by appropriate Government u/s 10 of the Industrial Disputes Act to the Tribunal for adjudication. Therefore, the application for withdrawal of claim is not sustainable.

8. The claimant has submitted his statement of claim but he has not adduced any evidence in support of his claim. Ex-parte proceedings have been drawn against the claimant on 29-6-10. It appears from the application of withdrawal moved by the claimant and the facts mentioned in reply submitted by Bank's management that the claimant is doing job in other Bank, no grievance left with the claimant and he is not willing to contest the case. Thus, under these circumstances “No claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

10. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 30 दिसम्बर, 2010

**का.आ. 260.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 40/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-10-2010 को प्राप्त हुआ था।

[सं. एल-12012/16/2007-आई आर(बी-II)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 30th December, 2010

**S. O. 260.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 24-12-2010.

[No. L-12012/16/2007-IR (B-II)]

RAMESH SINGH, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
CHENNAI**

Monday, the 13th December, 2010

**Present: A. N. Janardanan, Presiding Officer**



**Industrial Dispute No. 40/2007**

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Overseas Bank and their Workman]

**BETWEEN**

Sri K. Rajendran : Ist Party/Petitioner

Vs.

The Chief Officer : 2nd Party/Respondent  
Indian Overseas Bank (PAD)  
Central Office  
No. 36, Anna Salai  
Chennai-600002

**APPEARANCE:**

For the 1st Party/Petitioner : Sri V. Ajay Khose

For the 2nd Party/Management : M/s N.G. R. Prasad & Associates.

**AWARD**

The Central Government, Ministry of Labour vide its Order No. L-12012/16/2007-IR (B-II) dated 6-7-2007 referred the following Industrial Disputes to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the bank management in terminating the workman vide order dated 5-2-2004 without observing the principles of natural justice and well laid down law is justified? If not, to what relief the workman is entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as I.D. 40/2007 and issued notices to both sides. Both sides entered appearance through their advocates and filed their Claim Statement and Counter Statement as the case may be.

3. The averments in the Claim Statement briefly read as follows :

The petitioner is a watchman under the Respondent/Bank confirmed on 31-3-2000. While his elder daughter due to cardiac problem was admitted in St. Johns Medical College, Bangalore she died on 3-6-2001 following operation on 1-6-2001. His second child aged 7 months was admitted at Baptist Hospital, Bangalore for urinary tract problem on whom surgery was done on 29-5-2001. By then the petitioner also became infected with malaria and enteric fever. While so the bank launched disciplinary action and issued Charge Sheet on 17-5-2001 for the petitioner's absence from 27-2-2001. The petitioner informed the situation to the bank through letters and telegrams. The

Petitioner due to Poly Arthritis health problem as diagnosed belatedly was bedridden and immobilized. He was not able to communicate to the bank. He was suffering from unbearable pain. The bank also charge-sheeted him on 10-6-2002 for his absence in 2002. On 4-12-2002, he was imposed the punishment of reduction in Basic Pay by 1 stage. He had not received Charge Sheet or Punishment Order. He was in dark. Though the petitioner had informed his Bangalore address, nothing was communicated to the address. Nothing was communicated to his permanent address in Vellore also. On 3-6-2003, he was charged for absence from duty. He was not served with Charge Sheet or Enquiry Notice allegedly conducted. On 5-2-2004, he seems to have been dismissed from service without an opportunity of his being heard. He came to know of the fact when he wanted to report for duty. He does not have any of the proceedings dismissing him from service as on the date. The disciplinary action is vitiated. The bank should have served Charge Memo and Notices in any of the addresses furnished. His dismissal amounts to victimization and unfair labour practice. It is also violative of principles of natural justice. Even for his absence without intimation it being due to his serious illness extreme penalty of dismissal is not justified. The bank ought to have reinstated him into service with all benefits.

4. In the Counter Statement, the contentions raised briefly read as follows :

Even during probation the petitioner was irregular in reporting for work. He used to take leave without prior information to bank. He was likewise absent from 27-1-2000 to 31-1-2000 from January 2000 to June 2000 for 54 days and again from 27-10-2000. Advice for improvement against which did not result in any improvement. Again from 27-2-2001 he was absent for which he was charge-sheeted on 17-5-2001, further from 30-10-2001 to 4-11-2001 which ended in his censure on 28-3-2002. He thereafter absented from 2-1-2002 to 7-5-2002. He sent medical certificates for his absence upto 7-5-2002 but thereafter did not. He was charge-sheeted on 10-6-2002. On 4-12-2002 punishment of reduction in Basic Pay was ordered. On 3-6-2003 he was charge-sheeted for absence from 1-6-2002. The charge-sheet sent by RPAD to his last known address was returned undelivered with the postal remarks “left”. Notice of enquiry sent on 29-9-2003 at his Bangalore address was returned with the endorsement “incomplete address not traceable”. There was no response. Enquiry was held on 7-10-2003, 27-11-2003 and 29-11-2003 sending notice of enquiry at his last known address such as Pattabiram address. It all came back with remarks “left”. On 5-2-2004 he was dismissed from service. On 24-5-2004 he sent a letter to Personnel & Administration Department seeking permission to report for duty enclosing leave letters from 3-1-2003 to 18-10-2003 — 9 months, 9-10-2003 to 19-5-2004 — 7 months, 2-5-2002 to 31-1-2003 — 8 months. A Show Cause Notice dated 19-12-2003 proposing

punishment of dismissal without notice was sent to his last known address by RPAD. The petitioner did not attend for personal hearing on 9-1-2004 though notice was given. Dismissal Order was forwarded to his Pattabiram address and Bangalore address which was returned. No appeal was filed by the petitioner. The petitioner did not improve in his conduct. Bank had no option other than to dismiss him. The petitioner could have brought notice of his family health problem, unfortunate demise of his daughter during 2001 and about his enteric fever to the Enquiry Officer. He makes mention of them only before this Tribunal. He could have informed the bank through his wife or relatives. The petitioner was trying to avoid charge-sheet and enquiry. Obviously he was in the know of things. The petitioner deliberately gave an incomplete Bangalore address and is now making a grievance of it. There is no violation of principles of natural justice. The dismissal is correct. If it is held that no fair opportunity was given it may be allowed to lead evidence.

**5. Points for consideration are:**

- (i) Whether the termination of the petitioner without observing principles of natural justice and well laid down law is justified?
- (ii) To what relief the concerned workman is entitled?

6. As per order dated 4-2-2010 on Preliminary Issue, whether the domestic enquiry conducted is fair and proper it was held that the enquiry is not fair and proper. Accordingly the Respondent was given opportunity to lead evidence to substantiate the charges against the petitioner.

7. Evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W30 on the petitioner's side and the oral evidence of MW1 and Ex.M1 to Ex.M64 on the Respondent's side.

**Points (i) & (ii)**

8. The arguments advanced on behalf of the petitioner by his learned counsel are that the petitioner due to supervention of domestic difficulties such as Heart Disease of his elder daughter necessitating her admission at St. Johns Medical College, Bangalore where she succumbed on 3-6-2001 in the wake of an operation performed on 1-6-2001, second daughter getting problem with the urinary track necessitating her admission in Baptist Hospital at Bangalore on whom also surgery had been done on 29-5-2001 and petitioner himself getting afflicted with Malarial and Enteric Fever, has not had been able to either intimate the bank or apply for leave for his absence. It was in these circumstances that the bank initiated disciplinary action and the charge-sheet dated 17-5-2001 was issued w.e.f. 27-2-2001 for his unauthorized absence. According to the petitioner there were intimations passed

to the bank through letters and telegrams. His absence was due to reasons beyond his control. He had been physically and mentally fatigued due to the tragic events. His health condition got deteriorated. There developed pain in both his knees which later was diagnosed to be acute Poly-Arthritis problem belatedly and which disabled him from moving. In the case of Arthritis the recovery would be very slow. That was the reason for the communication gap between him and the bank. He had given his address at Bangalore and permanent address at Vellore but nothing was communicated at the addresses. The bank has not taken effective steps to serve the notice or charge-sheets on him which entailed in the communications being returned back to the sender. He had sent a telegram to the bank mentioning the Bangalore address. No other mode of communication of notice or charge-sheet has been resorted to by the Management. Instead of sending charge-sheet and notices to permanent addresses it was sent at Pattabiram address which is temporary which had been replaced by a new temporary address at Bangalore. Communications sent to Bangalore being with incomplete address occasioned failure of service upon the addressee. This is mala fide on the part of the Management. Hence the enquiry without serving notice and charge-sheet and also the punishment imposed are not fair and proper. The enquiry cannot be a proper enquiry in the eye of law. The finding of the enquiry being without any evidence is perverse. Absence/Leave on medical grounds cannot be expected to be intimated in advance as no disease would come after giving notice.

9. The contra contentions on behalf of the Respondent are that petitioner had been at fault recumingly ever since the commencement of his service under Management by being absent habitually without or with belated applications for leave and Medical Certificates. He absented himself during several spells of periods from June 2002 till 24-5-2004. Though he was informed by letters and telegrams there was no response. Accordingly he was charge-sheeted several times and punished with lesser and lesser punishments extending lenient treatment. His erratic conduct continued unabated and he was finally charged and punished with dismissal from service without notice. Service effected at last known address is sufficient proof of service even if it is returned. Intimations were duly despatched to the petitioner but with no effect. He did not improve his conduct and therefore the punishment was inevitable. Petitioner could have brought his problems before the Enquiry Officer which was not done. His allegations/grivances are placed for the first time before this Tribunal. The petitioner could have come to the bank at least once and appraised it of his hard hit circumstances. He did not show sufficient indulgence to his duty in the Security Department which is a sensitive establishment. Petitioner deliberately gave incomplete Bangalore address to shun the processes. There is no violation of principles of natural justice.

10. By the finding on the Preliminary issue as to the fairness of the enquiry it has been held that the enquiry is not fair and proper. Thereupon, Respondent was allowed to lead evidence in support of their case and the petitioner was given equal opportunity for his defence. According to the Respondent petitioner had given his permanent address and temporary address at the time of joining service. He absented from duty by way of irregular conduct during different spells starting from the year 2000. He joined service only in the year 1999. From the very inception he had been taking resort to irregular conduct of absenting from duty. The Management had been imposing only trivial punishment from time to time on a lenient treatment which did not help to improve his conduct. The correspondences were issued to him at his permanent address or at the temporary address at Bangalore which were returned since the addressee could not be found out. Again according to the Respondent the petitioner had given incomplete address so as to avoid participation in the enquiry. But according to the petitioner the Respondent was not issuing or re-issuing the processes so as to see that he is terminated from service. None of these rival contentions whether against the Respondent levelled by the petitioner or against the petitioner levelled by the Respondent could be found to be substantiated. Here is a case where the petitioner had been absenting continually. Intermittently or even continuously during different spells of long periods without prior permission from the Bank. His case is that he had been beset with sickness of his daughter who eventually expired and sickness of his second daughter on whom he had to attend for a surgery. Lately he himself also got affected with Poly-Arthritis causing pain to the knees for which he had to undergo continual treatment as an in-patient at Bangalore Hospital for which purpose he had to stay temporarily at the house of a relative there. Due to the pain and sufferings he could not even move or attend to anything or arrange any leave to be got sanctioned by applying for it to the Bank. On this aspect, the Respondent/Management has no serious dispute. Its contention is that the petitioner should have shown indulgence in seeing that his domestic calamities were reported to the Enquiry Officer which he did not fulfill. Petitioner is seen to have produced belated and undated Medical Certificates showing that he had been suffering from sickness and had been undergoing treatment as in-patient or as out-patient during different spells of periods from 2001 to 2004 during which he remained absent from duty at the Bank. It could be seen that the petitioner has had some personal and family health problems and he had been undergoing treatment. But the same by itself is not sufficient to show why he did not show any indulgence at all in reporting those facts to the Bank or not attending duty during periods at which he could have discharged his duties. No satisfactory explanation is forthcoming from the petitioner in this regard. It is not disputed that the

petitioner had been actually served with any notice of the enquiry, charge-sheet or of the proposed punishment. It is on the presumption of service as sufficient when processes were issued at his last known address, though actually not served that he was proceeded against to be terminated from service, which was without actually hearing him on the punishment to be imposed on him. The action of the Management being on a technical construction of rule not conforming to actuality as regards service of processes, there is denial of natural justice. There is nothing to find that the petitioner has been guilty of any insubordination. What made him not being in a position to report for duty, not to respond to the notices and charge-sheets issued by the Management is really absence of service of notices and processes on him apart from his health calamities. Therefore, the petitioner is answerable only for his unauthorized absence. He has given some explanation though belatedly projecting the reasons why he was kept back from attending duty in the bank or taking part in the enquiry. He has also produced Medical Certificates with the leave applications which are undated. Though the validity or the genuineness of the certificates could not be found substantiated they cannot totally be discarded to hold that the case of the petitioner is fully untrue. Some substance could be read in the defence of the petitioner that he had been beset with serious health problems concerning himself and his daughters which actually prevented him from reporting for duty or taking part in the enquiry which the Management had initiated and conducted against him. Though the fact is that the petitioner could have shown some indulgence but since that is not shown Respondent chose to terminate him from service. Though the action prima facie cannot be found to be unjust with the later disclosure of the difficult situations of the petitioner in which he had been placed it could be found that the dismissal from service is totally unjust. In fact the version of the Management is also that if the petitioner has had any domestic and health calamities he should have brought those problems then and there before the Enquiry Officer. In other words, the Management does not dispute that the petitioner has had any such domestic or health calamities. Therefore this is not a case fit for imposing the capital punishment of dismissal but has been one which could be with some other lesser punishment. Therefore, the punishment of dismissal from service is liable to be set aside and the petitioner is to be reinstated. In fact the petitioner has by way of submission in his explanation before the Management given an undertaking to the effect that there would not be any lapses from his part if and when he is reinstated into service.

11. Resultantly, the dismissal is set aside. The Management is directed to reinstate the petitioner into the service forthwith with continuity of service and all attendant benefits but not with backwages. Let forfeiture of backwages be the punishment for the lapses on the part

of the petitioner. The arguments on behalf of the petitioner that if the petitioner is reinstated he be posted as Sub-Staff in the bank establishment and not in the Security Department. This contention cannot be sustained because once if and when he is reinstated he has to abide by the terms under the Bipartite Settlements which govern his service. He cannot further be given any concession after his reinstatement just to enable him to work without any lapses. Even without any such posting by way of adjustment moulded in that manner he is bound to work in accordance with the terms of his original posting under the Security Department in the Respondent/Management. However, if the Management is so inclined it is needless to mention that it may opt to give him any such suitable deployment. The petitioner is entitled to the relief to the above extent.

12. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 13th December, 2010).

A. N. JANARDANAN, Presiding Officer

#### Witnesses Examined :

For the 1st Party/Petitioner : WW1, Sri K. Rajendran

For the 2nd Party/Respondent : MW1, Sri Muthiah  
Paramasivam

#### Documents Marked :

##### On the Petitioner's side

Ex. No.	Date	Description
Ex. W1	5-6-2004	Respondent letter to Petitioner returned on 8-6-2004.
Ex. W2	24-5-2004	Petitioner. letter enclosing Medical Certificate for a period from 2-5-2002 to 30-1-2003 and 31-1-2003 to 18-10-2003 and 19-10-2003 to 19-5-2003.
Ex. W3	16-7-1999	Appointment Order of the 1st Party.
Ex. W4	31-3-2000	Confirmation Order of the 1st Party.
Ex. W5	20-7-2000	Attestation Form.
Ex. W6	1-2-2001	Representation sent by the 1st Party to the 2nd Party requesting transfer.
Ex. W7	20-2-2001	Representation sent by the 1st Party to the 2nd Party requesting holiday off.
Ex. W8	27-2-2001	Medical Certificate.

Ex. W9	12-3-2001	Telegram sent by the 1st Party to the 2nd Party.
Ex. W10	25-4-2001	
Ex. W11	25-4-2001	
Ex. W12	30-5-2001	
Ex. W13	5-6-2001	Initial discharge summary of the 1st Party's daughter.
Ex. W14	23-8-2001	Letter sent by the 2nd Party to the 1st Party.
Ex. W15	25-9-2001	Show Cause Notice issued by the 2nd Party to the 1st Party.
Ex. W16	2-11-2001	Medical Certificate of the 1st Party.
Ex. W17	18-11-2001	Letter sent by the 1st Party to the 2nd Party.
Ex. W18	25-11-2001	Letter sent by the 1st Party to the 2nd Party.
Ex. W19	20-12-2001	Medical Certificate of the 1st Party.
Ex. W20	2-1-2002	Letter sent by the 1st Party to the 2nd Party with Medical Certificate.
Ex. W21	7-1-2002	Medical Certificate of 1st Party's daughter.
Ex. W22	18-1-2002	Letter sent by the 1st Party to the 2nd Party.
(Series)	22-1-2002	
	24-1-2002	
	27-4-2002	
	12-5-2002	
	23-5-2002	
	17-10-2002	
	3-12-2002	
Ex. W23	-	Medical Certificates of 1st Party.
Ex. W24	19-6-2004	Dismissal order.
Ex. W25	2-7-2004	ID raised by the 1st Party before the ACL, Bangalore.
Ex. W26	30-7-2004	Counter filed by the 2nd Party before the ACL, Bangalore.
Ex. W27	6-9-2004	Rejoinder filed by the 1st Party before the ACL, Bangalore.
Ex. W28	January, 05	ID raised by the 1st Party before the ACL, Chennai.



Ex. W29	10-8-2006	Minutes of the Joint Discussion held before the ACL, Chennai.	Ex. M21	24-8-2001	Respondent letter to petitioner.
Ex. W30	-	Translated copies of the Medical Records.	Ex. M22	25-9-2001	Respondent letter to petitioner.
<b>On the Management's side</b>			Ex. M23	7-11-2001	Correspondents among Respondent.
<b>Ex. No.</b>	<b>Date</b>	<b>Description</b>	Ex. M24	20-11-2001	Respondent letter to petitioner.
Ex. M1	28-7-1999	Service Sheet of petitioner.	Ex. M25	20-12-2001	Respondent letter to petitioner.
Ex. M2	26-2-2000	Correspondents among Respondent.	Ex. M26	26-12-2001	Respondent letter to petitioner.
Ex. M3	29-2-2000	Correspondents among Respondent.	Ex. M27	18-1-2002	Telegram issued by Dr. R. Kumar.
Ex. M4	22-3-2000	Respondent letter to petitioner.	Ex. M28	22-1-2002	Telegram issued by Dr. R. Kumar.
Ex. M5	24-3-2000	Correspondents among Respondent.	Ex. M29	1-2-2002	Telegram sent by the Bank to petitioner. asking him to join duty on 6-2-2002.
Ex. M6	4-7-2000	Correspondents among Respondent.	Ex. M30	8-3-2002	Telegram received from Dr. Shanmugham, Government Hospital Vellore addressed to Senior Security Officer that petitioner released on 10-3-2002 and he would join duty on 11-3-2002.
Ex. M7	19-7-2000	Correspondents among Respondent.	Ex. M31	18-3-2002	Telegram from Gudiyatham received from petitioner. addressed to Senior Security Officer that he would join duty on 21-3-2002.
Ex. M8	22-7-2000	Respondent letter to petitioner.	Ex. M32	28-3-2002	Order of Censure issued to the petitioner.
Ex. M9	9-12-2000	Correspondents among Respondent.	Ex. M33	1-4-2002	Bank letter to the Superintendent of Police Chengai East District for verification and antecedents of petitioner.
Ex. M10	14-12-2000	Respondent letter to petitioner.	Ex. M34	3-4-2002	Telegram from Vellore by the petitioner. addressed to Senior Security Officer that he would join duty on 5-4-2002.
Ex. M11	13-1-2001	Respondent letter to petitioner.	Ex. M35	4-4-2002	Telegram received from Subramani, clearing messenger from BSNL Karaikudi addressed to Senior Security Officer.
Ex. M12	22-3-2001	Correspondents among Respondent.	Ex. M36	10-4-2002	Asstt. General Manager letter to the Chief Security Officer.
Ex. M13	2-4-2001	Respondent. letter to petitioner.			
Ex. M14	26-4-2001	Correspondents among Respondent.			
Ex. M15	17-5-2001	Charge Sheet issued to Petitioner.			
Ex. M16	14-7-2001	Correspondents among Respondent.			
Ex. M17	26-7-2001	Correspondents among Respondent.			
Ex. M18	24-7-2001	Respondent. letter to petitioner.			
Ex. M19	30-7-2001	Correspondents among Respondent.			
Ex. M20	6-8-2001	Respondent letter to petitioner.			



Ex. M37	2-5-2002	Telegram sent to petitioner from Respondent.
Ex. M38	7-5-2002	Superintendent of Police letter to the Bank.
Ex. M39	7-6-2002	Respondent letter to the petitioner.
Ex. M40	10-6-2002	Respondent letter to the Petitioner.
Ex. M41	26-11-2002	Correspondent among Respondent.
Ex. M42	28-11-2002	Respondent letter to petitioner.
Ex. M43	4-12-2002	Respondent letter to the Petitioner.
Ex. M44	3-6-2003	Charge Sheet.
Ex. M45	21-6-2003	Respondent letter to petitioner.
Ex. M46	26-6-2003	Letter from Security Department to Disciplinary Authority.
Ex. M47	21-7-2003	Respondent letter to petitioner.
Ex. M48	27-8-2003	Respondent letter to petitioner.
Ex. M49	16-9-2003	Respondent letter to petitioner.
Ex. M50	25-10-2003	Respondent letter to petitioner.
Ex. M51	20-11-2003	Respondent letter to petitioner.
Ex. M52	2-12-2003	Letter from Security Department to Disciplinary Authority.
Ex. M53	15-12-2003	Letter from Security Department to Disciplinary Authority.
Ex. M54	16-12-2003	Respondent letter to petitioner.
Ex. M55	31-12-2003	Notice for personal hearing
Ex. M56	2-1-2004	Letter from Security Department to Disciplinary Authority.
Ex. M57	7-1-2004	Letter from Security Department to Disciplinary Authority
Ex. M58	21-1-2004	Respondent letter to petitioner.

Ex. M59	20-2-2004	Respondent letter to petitioner.
Ex. M60	5-2-2004	Original order imposing the punishment of "Dismissal."
Ex. M61	19-6-2004	Respondent letter to petitioner.
Ex. M62	17-3-2004	Respondent letter to petitioner.
Ex. M63	19-6-2004	Memo of service of petitioner.
Ex. M64	-	Attendance Register of petitioner.

नई दिल्ली, 31 दिसम्बर, 2010

**का.आ. 261.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 57/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-12-2010 को प्राप्त हुआ था।

[सं. एल-12011/07/2007-आई आर(बी-1)]  
रमेश सिंह, डेस्क अधिकारी

New Delhi, the 31st December, 2010

**S.O. 261.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Rajasthan Gramin Bank and their workmen, received by the Central Government on 22-12-2010.

[No. L-12011/7/2007-IR (B-I)]

RAMESH SINGH, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

**PRESENT :** N. K. PUROHIT, Presiding Officer

**I.D. 57/2007**

**Reference No. L-12012/07/2007-IR (B-I)**  
**dated: 13-9-2007**

Secretary,  
Gramin Bank Employees Union,  
313, Basant Vihar, Alwar,  
Alwar.

V/s

The Chairman,  
Rajasthan Gramin Bank,  
Head Office, B-9, Budh Vihar,  
Alwar.

**AWARD****8-11-2010**

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following Industrial dispute to this tribunal for adjudication which runs as under:—

“Whether the action of the management of Rajasthan Gramin Bank through Chairman, Alwar for not regularizing the services of 19 workers as per list enclosed with Annex. I dated 13-10-2006 on the ground of non-availability of vacant post and not appointing the dependents of deceased employees on compassionate appointment who expired before August, 2006 before introducing the scheme of ex-gratia payments in lieu of appointment on compassionate ground is legal and justified? If

not, to what relief the workman is entitled to and from which date?”

2. Pursuant to the receipt of reference order, the registered notices were issued to both the parties. Shri Surendra Singh, Advocate appeared on behalf of the management side, but the registered notice sent to the applicant union has been returned unserved with the remark ‘left without address’. Thus, none has appeared on behalf of the union to file claim statement.

3. Under these circumstances there is no material on record to adjudicate the reference on its merit. Therefore “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

4. Award as above.

N. K. PUROHIT, Presiding Officer